

26 MAY 1969



28 MAY 1969

राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

खंड २०]

शिमला, शनिवार, २४ मई, १९६८/३ ज्येष्ठ, १८६१

संख्या २१

विषय-सूची

भाग १	वैधानिक नियमों को छोड़ कर हिमाचल प्रदेश के उप-राज्यपाल और हिमाचल वैच आफ देहली हाई कोर्ट द्वारा	३६५—३६८
भाग २	अधिसूचनाएं इत्यादि	३६६—४०१
भाग ३	वैधानिक नियमों को छोड़ कर विभिन्न विभागों के अध्यक्षों और जिला मैजिस्ट्रेटों द्वारा अधिसूचनाएं इत्यादि ..	
भाग ४	अधिनियम, विधेयक और विधेयकों पर प्रबल समिति के प्रतिवेदन, वैधानिक नियम तथा हिमाचल प्रदेश के उप-राज्यपाल,	
भाग ५	हिमाचल वैच आफ देहली हाई कोर्ट, फाइनेंसल कमिशनर तथा कमिशनर आफ इकम-टैक्स द्वारा 'अधिसूचित आदेश	
भाग ६	इत्यादि	
भाग ७	स्वास्थ्य स्वायत्त वासन: म्युनिसिपल बोर्ड, डिस्ट्रिक्ट बोर्ड, नोटिफाइड और टाउन एरिया तथा पंचायत विभाग ..	
भाग ८	वैधिक अधिसूचनाएं और विभाग	४०१—४०२
भाग ९	वैधिक सम्बन्धी अधिसूचनाएं	४०२—४०४
भाग १०	भारतीय राजपत्र इत्यादि में पुनः प्रकाशन	४०४—४२०
भाग ११	भारतीय निर्बाचन आयोग (Election Commission of India) की वैधानिक अधिसूचनाएं तथा अस्थि	
भाग १२	निर्बाचन सम्बन्धी अधिसूचनाएं	
भाग १३	अनुपूरक	

१२ मई, १९६८/३ ज्येष्ठ, १९६१ को समाप्त होने वाले सम्पादन में निम्नलिखित विज्ञप्ति 'असाधारण राजपत्र, हिमाचल प्रदेश' में प्रकाशित हुई:—

विज्ञप्ति की संख्या	विज्ञापन का नाम	विषय
No. 2-80/68-Med. II, dated the 11th March, 1969.	Medical and Public Health Department	Publication of the Drugs and Cosmetics (Third Amendment) Rules, 1968.

भाग १—वैधानिक नियमों को छोड़ कर हिमाचल प्रदेश के उप-राज्यपाल और हिमाचल वैच आफ देहली हाई कोर्ट द्वारा अधिसूचनाएं इत्यादि

“हिमाचल प्रदेश सरकार

HOME DEPARTMENT

NOTIFICATIONS

Simla-2, the 13th May, 1969

No. 4-16/68-Home.—Whereas it appears to the

(Administrator) Lieutenant Governor, Himachal Pradesh that land is likely to be taken by the Himachal Pradesh Government at the public expense for a public purpose, namely for the Police Department Building at Moorang, it is hereby notified that the land in the locality specified below is likely to be required for the

above purpose.

2. This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, as extended to Himachal Pradesh, to all whom it may concern.

3. In exercise of the powers conferred by the aforesaid section, the Lieutenant Governor (Administrator), Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

4. Any person interested who has any objection to the acquisition of any land in the locality may, within thirty days of the publication of this notification, file an objection in writing before the Collector, Kinnaur district, Kalpa (Himachal Pradesh).

SPECIFICATION

District: KINNAUR Tehsil: MOORANG

Village	Khasra No.	Area Big. Bis.
MOORANG (TIRONG).	2509/2046	2 0

By order,
A. N. DIXIT,
Joint Secretary.

DEPARTMENT OF HEALTH AND FAMILY PLANNING

NOTIFICATION

Simla-4, the 15th April, 1969

No. 9-27/63-Med. II.—In partial modification of the Himachal Pradesh Government notification No. 9-27/63-Med. II, dated the 16th May, 1968, the Lieutenant Governor, Himachal Pradesh is pleased to nominate the following official/non-official member of the Family Planning Board, Himachal Pradesh:—

Non-Official:

Shri Chura Mani, M.L.A. Member

Official:

Secretary (Health and Family Planning) Member
S. L. TALWAR,
Under Secretary.

CORRIGENDUM

Simla-4, the 12th May, 1969

No. 19-56/57-II.—In the Government of Himachal Pradesh (Medical and Public Health Department) notification No. 19-56/57-II, dated the 24th August, 1967, published in the Rajpatra Himachal Pradesh, dated 25th November, 1967, read:—

(i) Words and Figures "Rules 49", for the words and figures "Rule 40".

(ii) Words "Retail/Wholesale drug shops" for the words "Retail/sale drug shops".

By order,
H. R. MAHAJAN,
Secretary.

LAW DEPARTMENT NOTIFICATIONS

Simla-2, the 4th September, 1967

No. LR.107-420/54.—In exercise of the powers vested in him under Rules 1 and 2 of Order XXVI of the Code of Civil Procedure, read with the Government of India, Ministry of Law, notification No. S.R.O., 282, dated the 21st January, 1958, and Government of India, Ministry of Home Affairs' notification No. F.2/6/66-UTL-(ii), dated the 1st November, 1966 and all other powers enabling him in this behalf and in supersession of all the previous notifications on the subject, the Lieutenant Governor, Himachal Pradesh is pleased to authorise all the Collectors of Districts in Himachal Pradesh, all Secretaries, Under Secretaries, Heads of Departments of Himachal Pradesh Government and also the Conservators of Forests in Himachal Pradesh to act for the Central Government, to sign and verify plaints and written statements in suits by or against the Central Government and also to act for the Central Government in respect of any judicial proceedings. The notification shall not effect any act already done on the basis of the previous notifications.

JOSEPH DINA NATH,
Under Secretary.

Simla-2, the 12th/14th May, 1969

No. 2-4/69-LR.—In exercise of the powers vested in him under section 492 (1) of the Code of Criminal Procedure, the Administrator (Lieutenant Governor) of Himachal Pradesh is pleased to appoint Shri Bakshi Sita Ram, Advocate of Simla, as Public Prosecutor for filling and conducting and appeal on behalf of the State in Delhi High Court, Himachal Bench at Simla, against the judgment, dated 22-2-1969 in the case State Versus Surta Nand s/o Lakhi Ram etc. under section 457/380 I.P.C. delivered by Shamsher Singh, Magistrate 1st Class Chamba, acquitting the accused.

JOSEPH DINA NATH,
Under Secretary (Judicial).

PUBLIC WORKS DEPARTMENT NOTIFICATION

Simla-1, the 12th September, 1967

No. PW(R)122-10/66-BLP(Part file) 9-12-H.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose namely for construction of Ghumarwin-Sarkaghāt, Jogindernagar Road, it is hereby declared that the land described in the specification below is required for the above purpose.

2. The declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Collector Land Acquisition, Himachal Pradesh P.W.D., is hereby directed to take order for the acquisition of the said land.

3. A plan of the land may be inspected in the office of

the Collector, Land Acquisition, Himachal Pradesh
P.W.D., Simla-9.

SPECIFICATION

District: BILASPUR Tehsil: GHUMARWIN

Village	Khasra No.	Area Big. Bis.
BANOHA	70/1	2 16
	72/1	1 7
	74/1	0 12
	106	0 1
	107/1	1 6
	Total ..	6 2

Simla-1, the 20th September, 1967

No. PW(R)122-10/66-BLP(Part-file) 13-16H.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that the Land is required to be taken by the Government at public expense for a public purpose, namely for construction of Ghumarwin-Sarkaghat-Jogindernagar Road, it is hereby declared that the land described in the specification, below is required for the above purpose.

2. This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh P.W.D., is hereby directed to take order for the acquisition of the said land.

3. A plan of the land may be inspected in the office of the Collector, Land Acquisition, Himachal Pradesh P.W.D., Simla-9.

SPECIFICATION

District: BILASPUR Tehsil: GHUMARWIN

Village	Khasra No.	Area Big. Bis.
SARAG	44/1	0 6
	51/1	0 2
	54/1	1 5
	Total ..	1 13

Simla-1, the 20th September, 1967

No. PW-Gen/66-BLP-25-28H.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for public purpose, namely for the construction of Matiara-Bhagwani-Ladda Kuhl, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

4. In exercise of the powers conferred of by the aforesaid section the Lieutenant Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the acquisition of the said land in the locality may, within thirty days of the publication of this notification file an objection in writing before the collector of Land Acquisition, H.P., P.W.D. Bilaspur district, Kasumpi, Simla-9.

SPECIFICATION
District: BILASPUR Tehsil: GHUMARWIN

Village	Khasra No.	Area Big. Bis.
LADDA	95/1	0 4
	100/1	0 1
	96/1	0 1
	404/1	0 9
	112/1	0 6
	218/1	0 3
	84/1	0 2
	350/1	0 2
	12/1	0 2
	245/1	0 4
	247/1	0 4
	241/1	0 19
	246/1	0 2
	13/1	0 3
	15/1	0 6
	207/1	0 1
	351/1	0 5
	243/1	0 3
	99/1	0 6
	2/1	0 3
	7/1	0 8
	248/1	0 1
	98/1	0 4
	208/1	0 2
	86/1	0 1
	85/1	0 2
	Total ..	5 4

V. R VAISH,
Secretary

REVENUE DEPARTMENT
NOTIFICATION

Simla-2, the 12th September, 1967

No. 2-142/66-Rev.I.—In exercise of the powers vested in him under section 3(c) of the Land Acquisition Act, 1894, and all other powers enabling him in this behalf the Lieutenant Governor, Himachal Pradesh is pleased to appoint Shri Kehar Singh, Sub-Divisional Officer (Civil), Kangra to perform the functions of Collector under the said Act within the local limits of Kangra Sub-Division, District Kangra, Himachal Pradesh.

By order,
S. N. BISARYA,
Under Secretary

Simla-2, the 20th September, 1967

No. 2-141/67-Rev.I.—In exercise of the powers vested in him under sub-section (1) of section 8 of the Himachal Pradesh Land Revenue Act, 1954, and sub-section (1) of section 7 of the Punjab Land Revenue Act, 1887, as applicable in the territories transferred to Himachal Pradesh with effect from the 1st November, 1966, as a result of re-organisation of Punjab State, and all other powers enabling him in this behalf, the Lieutenant Governor, Himachal Pradesh is pleased to appoint Shri Prem Kumar, Land Reforms Commissioner, as the Additional Financial Commissioner, Himachal Pradesh, under the said Acts from the date of his taking over charge in respect of cases pending decisions and already referred to him, or likely to be referred to him, by the Financial Commissioner.

Simla-2, the 20th September, 1967
No. 2-141/67-Rev.I.—In exercise of the powers vested

in him under section 9 of the Himachal Pradesh Land Revenue Act, 1954 and section 8 of the Punjab Land Revenue Act, 1887, as in force in the territories transferred to Himachal Pradesh with effect from the 1st November, 1966, as a result of re-organisation of Punjab State, and all other powers enabling him in this behalf, the Lieutenant Governor, Himachal Pradesh is pleased to appoint Shri Prem Kumar, Land Reforms Commissioner, as Commissioner, Himachal Pradesh, for whole of Himachal Pradesh, from the date of his taking over charge.

By order,
M. C. SHARMA,
Chief Secretary.

Simla-2, the 6th October, 1967

No. 2-38/64-Rev.I.—In partial modification of this Department order of even number, dated the 19th/21st August, 1967, the Financial Commissioner, Himachal Pradesh is pleased to order the following transfers and postings of the Tehsildars with immediate effect:—

1. Shri Indar Singh, Tehsildar, Sarkaghat, transferred and posted as Tehsildar, Sundernagar, in District Mandi *vice* Shri Duni Singh, Tehsildar.
2. Shri Duni Singh Tehsildar, Sundernagar, transferred and posted as Tehsildar, Jogindernagar, in District Mandi *vice* Shri Prem Lal Gupta, Tehsildar.
3. Shri Prem Lal Gupta, Tehsildar, Jogindernagar, transferred and posted as Tehsildar Karsog, in District Mandi *vice* Shri Faqir Chand Negi, Tehsildar proceeding on leave preparatory to retirement.
2. Shri Faqir Chand Negi, Tehsildar Karsog, will hand over the charge of his post to Shri Prem Lal Gupta, Tehsildar. His leave preparatory to retirement is being sanctioned and orders will follow separately.
3. Shri Indar Singh, Tehsildar, Sarkaghat, will move first and take over from Shri Duni Singh, Tehsildar, Sundernagar.

By order,
S. N. BISARYA,
Under Secretary.

Simla-2, the 13th May, 1969

No. 4-22/69-Rev. II.—Whereas it appears to the Lieutenant Governor of Himachal Pradesh that the land is likely to be required by the Government at public expense for public purpose, namely for extension of office and court of the Sub-Divisional Officer, Civil, Hamirpur, District Kangra, it is hereby notified that the land in the locality described below is likely to be required for the above purpose.

The notification is made under the provision of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Lieutenant Governor of Himachal Pradesh is pleased to authorize the officers/officials for the time being engaged in the undertaking to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of any land in the locality may, within thirty days of the publication of this notification, file an objection in writing before the Land Acquisition Collector, Hamirpur, District Kangra (Sub-Divisional Officer, Civil, Hamirpur).

SPECIFICATION

District: KANGRA

Tehsil: HAMIRPUR

Locality	Khasra No.	Area K. M.
TIKKA GAURA	160	0 5
KHURAD, MAUZA	161	0 9
BAJURI	402/163/1	0 17
	159	0 11
	158/1	0 1
	102/1	0 1
	315/147/2	2 13
	94/1/1	0 6
	448/157/1	1 11
	449/157/1	1 12
	162	0 19
Total	..	9 5
		or 1 Acre.

Simla-2, the 13th May, 1969

No. 4-20/69-Rev. II.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh, that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for a public purpose namely for the construction of Septic Tank in Baggi Colony in village Baggi, Tehsil Sadar, District Mandi, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provision of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

In exercise of the powers conferred by the aforesaid section the Lieutenant Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the under taking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of the said land in the locality may within thirty days of the publication of this notification, file an objection in writing before the Land Acquisition Collector, Beas-Sutlej Link Project, Mandi district, Mandi (Himachal Pradesh).

SPECIFICATION

District: MANDI

Tehsil: SADAR

Village	Khasra No.	Area Big. Bis. Bisw.
BAGGI	438/1	0 6 7
	439/1	0 4 4
Total	..	0 10 11

By order,
U. N. SHARMA,
Secretary.

भाग २—वैधानिक नियमों को छोड़ कर विभिन्न विभागों के अध्यक्षों और ज़िला मैजिस्ट्रेटों द्वारा अधिसूचनाएं
इत्यादि

INDUSTRIES DEPARTMENT

FORM 'H'

DECLARATION UNDER SECTION 24 OF THE PUNJAB
STATE AID TO INDUSTRIES ACT, 1935

Dharamsala, the 28th January, 1969

No. Ind.(Loans)(L/DIO/859)/1291.—Whereas a notice was served on Shri Rasila Ram s/o Shri Shiama, Tika Sihla, Village Bhater, Tehsil and District Kangra on the 5-3-1968 under section 27 of the Punjab State Aid to Industries Act, 1935, calling upon the said Shri Rasila Ram s/o Shri Shiama to pay to me the sum of Rs. 1,000 with interest thereon at the rate of 7-1/2 per cent per annum from 21-12-1966 till date of final payment and whereas the said sum has not been paid in full, I hereby declare that the balance sum of Rs. 667 plus Rs. 156 as interest with further interest thereon at the rate of 7-1/2 per cent per annum from 21-2-1969 till date of final payment is due from the said Shri Rasila Ram s/o Shri Shiama, Tika Sihla, Village Bhater (Kangra) and that the property described in the attached schedule is liable for the satisfaction of the said debt.

SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets or in future, in his name including book-debts, stocks, shares, and premises, machinery and equipment whether existing or to be purchased with the aid of the loan or a part thereof. Personal security of the loanee.

Sd/-
District Industries Officer,
Kangra at Dharamsala.

FORM 'H'

DECLARATION UNDER SECTION 24 OF THE PUNJAB
STATE AID TO INDUSTRIES ACT, 1935

Dharamsala, the 28th January, 1969

No. Ind. (Loans)(LP-59)/1282.—Whereas a notice was served on Shri Udhem Singh s/o Shri Prabhat Singh, Village and P.O. Tundu, Mauza Rehlu, Kangra, on the 22-5-1968 under section 23 of the Punjab State Aid to Industries Act, 1935, calling upon the said Shri Udhem Singh s/o Prabhat Singh of Tundu, to pay to me the sum of Rs. 1400 plus Rs. 530.05 paise as interest with interest thereon at the rate of 7-1/2 per cent per annum from 18-2-1968 till date of final payment and whereas the said sum has not been paid in full, I hereby declare that the sum of Rs. 4200.00 with further interest thereon at the rate of 7-1/2 per cent per annum from 18-2-1968 till date of final payment is due from the said Shri Udhem Singh s/o Shri Prabhat Singh, Village and P.O. Tundu, Mauza Rehlu and that the property described in the attached schedule is liable for the satisfaction of the said debt.

SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets or in future in his name including book debits, stocks, shares, security offered by his sureties and premises, machinery and equipment whether existing or to be purchased with the aid of the loan or a part thereof. Personal security of the loanee and his sureties.

Sd/-
District Industries Officer,
Kangra at Dharamsala.

FORM 'H'

DECLARATION UNDER SECTION 24 OF THE PUNJAB
STATE AID TO INDUSTRIES ACT, 1935

Dharamsala, the 28th January, 1969

No. Ind.(Loans)(L/DIO/860)/1250.—Whereas a notice was served on Shri Ram Dass s/o Shri Diala Ram, Village Bhater, P.O. Dharamsala (Kangra) on 24-8-1968 under section 27 of the Punjab State Aid to Industries Act, 1935, calling upon the said Shri Ram Dass s/o Diala Ram, Village Bhater, to pay to me the sum of Rs. 667.00 plus Rs. 127.00 as interest with interest thereon at the rate of 7-1/2 per cent per annum from 23-9-1968 till date of final payment and whereas the said sum has not been paid in full, I hereby declare that the sum of Rs. 667.00 plus Rs. 156 as interest with further interest thereon at the rate of 7-1/2 per cent per annum from 23-2-1969 till date of final payment is due from the said Shri Ram Dass s/o Shri Diala Ram, Village Bhater, P.O. Dharamsala, and that the property described in the attached schedule is liable for the satisfaction of the said debt.

SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets or in future in his name including book debits, stocks, shares, premises, machinery and equipment whether existing or to be purchased with the aid of the loan or a part thereof.

Personal security of the loanee.

Sd/-
District Industries Officer,
Kangra at Dharamsala.

PUBLIC WORKS DEPARTMENT

NOTIFICATIONS

Simla-1, the 10th April, 1969

No. SE. IV-7 (R) 5/67-4865-68.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for a public purpose, namely for widening of the road portion from Victory Tunnel towards Bus Stand, Simla, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

In exercise of the powers conferred by the aforesaid section the Lieutenant Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the acquisition of the said land in the locality may, within thirty days of the publication of this notification, file an objection in writing before the Collector of Land Acquisition, Himachal Pradesh, Public Works Department, Simla-9.

SPECIFICATION

District: SIMLA

Tehsil: SIMLA

Village	Khasra No.	Area	
		Sq. Yd.	Sq. Ft.
BARA SIMLA	702/573/1 Waki Manda	164	5
	700/573/1 Waki Manda	73	1
	574/5	67	6
	574/4/1	107	2
	574/1 Waki Manda	392	6
	574/2	1	1
	574/3	36	0
	701/573/1 Waki Manda	202	7
	604	2007	0
Total ..		3052	1

Simla-1, the 10th April, 1969

No. SE-IV-7 (R) 5/67-4882-85.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that the land is required to be taken by the Government at

public expense for a public purpose, namely for construction of widening of blind curve near M.L.As. quarters, it is hereby declared that the land described in the specification below is required for the above purpose.

2. This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department is hereby directed to take order for the acquisition of the said land.

3. A plan of the land may be inspected in the office of the Collector Land Acquisition, Himachal Pradesh Public Works Department, Simla-9.

SPECIFICATION

District: SIMLA

Sub-Tehsil: SIMLA

Village	Khasra No.	Area	
		Sq.	Sq.
Yds.	Ft.		
STATION WARD	92/10/1	268	7
BOILEAUGANJ			

Simla-1, the 10th April, 1969

No. SE-IV-7(R)5/67-4878-81.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for a public purpose, namely for widening of the road from Chhota Simla towards Kasumti, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

In exercise of the powers conferred by the aforesaid section the Lieutenant Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the acquisition of the said land in the locality may, within thirty days of the publication of this notification, file an objection in writing before the Collector of Land Acquisition, Himachal Pradesh Public Works Department, Simla-9.

SPECIFICATION

District: SIMLA

Tehsil: SIMLA

Village	Khasra No.	Area	
		Sq.	Sq.
Yds.	Ft.		
STATION WARD	231 Waki Manda/1	101	4
CHHOTA SIMLA	229/4/1	10	0
	229 Waki Manda/1	54	2
	229 Waki Manda/2	51	0
	228 Waki Manda/1	254	8
	230	2161	3
	Total ..	2632	8

Simla-1, the 10th April, 1969

No. SE-IV-7 (R) 6/67-4873-77.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose, namely for construction of Nagaon-Beri Road, it is hereby declared that the land described in the specification below is required for the above purpose.

2. This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department is hereby directed to take order for the acquisition of the said land.

3. A plan of the land may be inspected in the office of the Collector, Land Acquisition, Himachal Pradesh Public Works Department, Simla-9.

SPECIFICATION

District: MAHASU

Tehsil: ARKI

Village	Khasra No.	Area	
		Big.	Bis.
SAMLOH	15/1	2	6
	26/1	2	6
	5/1	1	13
	6/1	1	8
	20/1	2	7
	19/1	4	13
	116/1	4	11
	22/1	0	3
	21/1	0	19
	1/1	0	4
	14/1	0	6
	Total ..	20	16

Simla-1, the 10th April, 1969

No. SE-IV-7 (R) 5/67-4891-94.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh, that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for a public purpose, namely for widening of the road from Chhota Simla towards Kasumti, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

In exercise of the powers conferred by the aforesaid section the Lieutenant Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the

acquisition of the said land in the locality may, within thirty days of the publication of this notification, file an objection in writing before the Collector of Land Acquisition, Himachal Pradesh Public Works Department, Simla-9.

SPECIFICATION

District: SIMLA

Tehsil: SIMLA

Village	Khasra No.	Area	
		Big.	Bis.
CHHOTA SIMLA	6/1	0	4
	10/1	0	9
	Total	0	13

Simla-1, the 10th April, 1969

No. SE-IV-7 (R) 6/67-4886-90.—Whereas it appears to the Lieutenant Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose, namely for construction of Swargath-Naina Devi ji-Bhakra Road, it is hereby declared that the land described in the specification below is required for the above purpose.

2. This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department is hereby directed to take order for the acquisition of the said land.

3. A plan of land may be inspected in the office of the Collector, Land Acquisition, Himachal Pradesh P.W.D., Simla-9.

भाग ३—अधिनियम, विधेयक और विधेयकों पर ब्रवर समिति के प्रतिवेदन, वैधानिक नियम तथा हिमाचल प्रदेश के उप-राज्यपाल, हिमाचल बंच आफ़ देहलो हाई कोर्ट, फाइनेंसर कमिशनर तथा कमिशनर आफ़ इन्कम-टैक्स द्वारा अधिसूचित आदेश इत्यादि

INDUSTRIES DEPARTMENT

NOTIFICATION

Simla-1, the 13th May, 1969

No. 21-21/66 (LAB)-IND.—In exercise of the powers conferred by section 34 (2) (c) of the Punjab Shops and Commercial Establishments Act, 1958 (Punjab Act XV of 1958) read with Government of India, Ministry of Home Affairs Notification No. F. 2/6/66-UTL(i), dated the 1st November, 1966 and all other powers enabling him in this behalf, the Lieutenant Governor (Administrator), Himachal Pradesh is pleased to make the following amendment in the Punjab Shops and Commercial Establishments Rules, 1958 in so far as its application to the territories transferred to Himachal

SPECIFICATION			
District: BILASPUR		Tehsil: SADAR	
Village	Khasra No.	Area	
		Big.	Bis.
BHAKRA	1799/1	0	15
	1798/3/1	0	6
	2137/1800/1 min.	1	16
	1801/1	0	15
	1802/1	0	6
	2137/1800/1 min.	0	5
	1806/1	1	18
	1805/1	2	0
	2145/1813/1	0	14
	1714/2/1	0	2
	2143/1811/1	1	0
	2140/1808/1 min.	0	8
	2151/1815/1	2	0
	2153/1816/1 min,	0	2
	2140/1808/1 min.	0	3
	2151/1815/1 min.	1	11
	2153/1816/1 min.	0	6
	1759/1	0	11
	2125/1788/1	0	6
	2120/1780/1	0	11
	2031/1774/1	3	14
	1775/2/1	1	7
	1961/1906/1758/2/3/2/1	5	13
	1789/1	3	0
	2072/1792/1	3	16
	1775/1/1	2	17
	1960/1906/1558/2/2/1	4	8
	1961/1906/1758/2/3/1/1	3	16
	Total ..	44	6

TARA CHAND TANDON,
Superintending Engineer,
4th Circle, H.P. P.W.D., Simla-1.

Pradesh under section 5 of the Punjab Re-organisation Act, 1966 is concerned.

AMENDMENT

Rules 14 of Punjab Shops and Commercial Establishments Rules, 1958 shall be substituted by the following rules:—

14. *Authority competent to prosecute.*—prosecution under this Act shall be instituted on a complaint in writing before a court of competent jurisdiction by the Assistant Labour Commissioner of the Labour Department of the Himachal Pradesh Government or with the permission in writing of the Assistant Labour Commissioner, Himachal

Pradesh by the Inspector in whose jurisdiction the offence is committed.

By order,
P. K. MATTOO,
Secretary.

**PLANNING AND DEVELOPMENT DEPARTMENT
NOTIFICATION**

Simla-4, the 4th September, 1967

No. 3-23/64-JI/Plan.—In exercise of the powers conferred upon him, vide Government of India, Ministry of Works and Housing letter No. 5/2/64 HI, dated the 18th July, 1964, the Lieutenant Governor, Himachal Pradesh is pleased to order the following amendments in the Rules regulating the grant of loans under the Low Income Group Housing Scheme in the Union territories as framed by the Government of India, Ministry of Works and Housing vide their letter No. 23/42/59-HI, dated the 21st/30th August, 1963, with immediate effect:—

(i) The existing Rule 1 may be substituted by the following:—

“1. Aid under the scheme is envisaged primarily for the purpose of housing persons whose annual income does not exceed Rs. 6,000 and who do not already own a House. The Government, however, may advance a loan to an individual already owning a house, provided the additional house is needed for his own bona fide residential purpose. Loans will also be given for construction of shop-cum-residential house and carrying out of major alterations or renovations in the existing house. However, the loan for effecting alterations or renovation in the existing house will be restricted to a maximum of Rs. 3,000 or one-fourth of the total estimated cost of the house whichever is less.”

(ii) Under the existing Rule 9, the following sub-rule may be added:—

“(d) Loans for effecting alterations/renovations in the house.

50% of the total sanctioned loan on execution of mortgage-cum-surety bond and the remaining 50% when the sanctioning authority is satisfied after inspection of the site and or with reference to the expenditure vouchers produced before him that the loan advanced had been fully utilised and that approximately one-half of the work has

been actually completed.”

(iii) In existing Rule 12 of the following addition may be made:—

“However, the loanee, may amend the approved house plan in case it is not possible for him to construct the same strictly in accordance with the approved plan for reasons beyond his control, provided that the amended plan of the house should not be of lesser value than the value of the original approved plan.”

By order,
B. S. SINGH,
Additional Secretary.

TOURISM DEPARTMENT

NOTIFICATION

Simla, the 12th May, 1969

No. 5-61/67-TD.—In exercise of the powers delegated by the President under proviso to Article 309 of the Constitution, vide Government of India, Ministry of Home Affairs, Notification No. 27/59-Him (i), dated the 13-7-1959, the Administrator (Lieutenant Governor), Himachal Pradesh is pleased to make the following amendment in Himachal Pradesh, Department of Tourism, Class III Subordinate Non-Gazetted (Services Recruitment, Promotion and certain conditions of Service) Rules, 1966 issued vide Tourism Department Notification No. 5-61/67-TD, dated the February, 1967.

(1) In the said Rule:—

After the Rule 7 (b) (vi), the following shall be added, namely:—

“Provided further that the qualified Class IV Staff of the Tourism Department, who have passed the Matriculation Examination shall be considered for appointment as Clerks against the available vacancies without their coming through the Employment Exchange afresh.”

(2) In the said Rules after clause (b) Ministerial of Rule 6, the following proviso shall be added.

“Provided that no person shall be eligible for appointment to the service unless he possesses knowledge of Customs, manners and dialects of Himachal Pradesh.”

P. R. MAHAJAN,
Secretary.

**भाग ४—स्थानीय स्वायत शासन: म्युनिसिपल बोर्ड, डिस्ट्रिक्ट बोर्ड, नोटिफाइड और टाउन एरिया
तथा पंचायत विभाग**

शून्य

भाग ५—वंयवितक अधिसूचनाएं और विज्ञापन

वनाम

श्री हीरा सिंह पुत्र कांशी राम, कोम राजपूत, साकिन लाना कोटला, तहसील नाहन कीकसानी।

दरखास्त हस्त मलकियत अराजी खाता खतोनी नं १० १/३, खसरा नम्बर १५२, तादादी २५-११ बीघे, माल १४.५०, स्वार्व ३.६८, मुआवजा भूमि ५३१.७५ रुपये बरुये जमाबंदी १६५६-६०, मीजा लाना कोटला, तहसील नाहन।

इश्तहार जेर आर्डर ५, रूल २०, सी० पी० सी०
बग्रदालन श्री आर० एल० सेठ, कम्पनशेशन ग्रीकिसर, तहसील नाहन

जिला सीरमौर

नम्बर मिसल १७, मजरुआ १-३-१६६६

(कम्पनशेशन अधीन धारा नं ११, एक्ट नं १५, सन् १६५४)

श्री बीर, चीकू पिसरान बन्सी, साकिन लाना कोटला, तहसील नाहन
सायल।

हरगाह कि मुकदमा मुन्दरजा अनवान वाला में तारीख पेशी मिति ३०-५-६६ मुकर्रर है। उपरोक्त फीकसानी की तलबी के लिए अदालत हजा से समनात जारी हुए मगर वे दीदा दानिस्ता तामिल समनात से गुरेज करता है लिहाजा बजरिया इश्तहार इत्तला दी जाती है कि श्री हीरा सिंह फीकसानी असालतन या वकालतन बगर्ज जवाब देही हाजिर अदालत हजा होवें बसूरत दीगर कार्बाई एक तरफा अमल में लाई जावेगी।

आज मिति ३-५-६६ को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

आर० एल० सेठ,
कम्पनसेशन औफिसर।

इश्तहार जेर दफा ५, रूल २०, सी० पी० सी०

बअदालत श्री आर० एल० सेठ, कम्पनसेशन औफिसर, तहसील नाहन

ज़िला सिरमोर (हिमाचल प्रदेश)

नम्बर मिसल १६, मरजुआ २२-२-६६

(कम्पनसेशन अधीन धारा नं० ११, एक्ट नं० १५, सन् १९५४)

सूरत सिंह, सुन्दर सिंह पिसरान सर्व सिंह, कौम राजपूत, साकिन लाना कोटला, तहसील नाहन

सायलान।

बनाम

श्री हीरा सिंह पुत्र कांशी राम, राजपूत, साकिन लाना कोटला, तहसील नाहन फीकसानी।

दरखास्त हसूल मलकियत अराजी खाता खतौनी नं० १/२, खसरा नम्बर १५७/१५१, तादादी १४-१६ बीघे माल ६.६८ स्वाई ६.७५ मुआवजा भूमि ३३६.७६ रुपये बरुये जमाबन्दी सन् १९५६-६०, मौजा लाना कोटला, तहसील नाहन।

हरगाह कि मुकदमा मुन्दरजा अनवान वाला में तारीख पेशी मिति ३०-५-६६ मुकर्रर है। उपरोक्त फीकसानी की तलबी के लिए अदालत हजा से समनात जारी हुए मगर वह दीदा दानिस्ता तामील समनात से गुरेज करता है लिहाजा बजरिया इश्तहार इत्तला दी जाती है कि श्री हीरा सिंह फीकसानी असालतन या वकालतन बगर्ज जवाबदेही तारीख मुकर्ररा पर हाजिर अदालत हजा होवें। बसूरत दीगर कार्बाई एक तरफा अमल में लाई जावेगी।

आज मिति ३-५-६६ को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

आर० एल० सेठ,
कम्पनसेशन औफिसर।

इश्तहार जेर आर्डर ५, रूल २०, सी० पी० सी०

बअदालत श्री आर० एल० सेठ, कम्पनसेशन औफिसर, तहसील

नाहन, ज़िला सिरमोर

नम्बर मिसल १८, मरजुआ ३-३-६६

(कम्पनसेशन अधीन धारा नं० ११ एक्ट नं० १५ सन् १९५४)

श्री राम चन्द पुत्र श्री भोला राम, साकिन खजूरना, तहसील नाहन, ज़िला सिरमोर

बनाम

मुसम्मात शकुन्तला बेवा व परद्यूमन सिंह पुत्र मुसम्मात राजेश्वरी देवी पुत्री लाल सिंह, साकिनान मुहल्ला चक्रेडा, नाहन, राजइश्वर सिंह पुत्र दल गन्जन सिंह, साकिन नाहन फीकसानियान।

दरखास्त हसूल मलकियत अराजी खाता खतौनी नं० ६/१५, खसरा नम्बर ६२, ६३, ६४, ६५ मिन, ६६ मिन, ७० मिन, किते ६,

तादादी ६-२ बीघे, माल ५.८८ स्वाई, १.४८ रुपये, मुआवजा २८३.७२ रुपये बरुये, जमाबन्दी १६६७-६८, मौजा खजूरना, तहसील नाहन।

हरगाह कि मुकदमा मुन्दरजा अनवान वाला में तारीख पेशी मिति ६-६-६६ मुकर्रर है। उपरोक्त फीकमानियान की तलबी के लिए अदालत हजा से समनात जारी हुए मगर वे दीदा दानिस्ता तामील समनात से गुरेज करते हैं लिहाजा बजरिया इश्तहार इत्तला दी जाती है कि श्री परद्यूमन सिंह राजेश्वरी देवी फीकमानियान असालतन या वकालतन बगर्ज जवाब देही तारीख मुकर्ररा पर हाजिर अदालत हजा होवें बसूरत दीगर कार्बाई यक्तरफा अमल में लाई जावेगी।

आज मिति ३-५-६६ को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

आर० एल० सेठ,
कम्पनसेशन औफिसर।

इश्तहार जेर आर्डर ५, रूल २०, सी० पी० सी०

बअदालत श्री आर० एल० सेठ, कम्पनसेशन औफिसर, तहसील नाहन

ज़िला सिरमोर

नम्बर मिसल १४, मरजुआ १२-२-१६६६

(कम्पनसेशन अधीन धारा नं० ११, एक्ट नं० १५, सन् १९५४)

श्री खुशी राम, सेवा राम, किरपू पिसरान आमा राम, साकिन खटोल, तहसील नाहन सायलान।

बनाम

साधू राम पुत्र परस राम, किशन चन्द पुत्र शिव राम, साकिन तलोकपुर, तहसील नाहन, सतपाल पुत्र गिरधारी लाल वैश, साकिन धनोरा, तहसील जगाधरी, ज़िला अम्बाला, मोहन लाल, मदन लाल, पिसरान गोपी चन्द, साकिन तलोकपुर, श्रीकृष्ण, करेसन, बाबू राम, हरि चन्द, प्रेम चन्द, पिसरान परभु, आसा राम, भुलु, सन्ता पिसरान दया राम, मुसम्मात आसी बेवा किशना, नराता राम पुत्र गोपी चन्द साकिन तलोकपुर, तहसील नाहन फीकसानियान।

दरखास्त हसूल मलकियत अराजी खाता खतौनी नं० ७४-१०६, खसरा नम्बर ४५५, ४५६, ४५८, ४५९, किते ४, तादादी ८-१३ बीघे, माल १.२६ स्वाई ०.३२ मुआवजा भूमि ६०.८० बरुये जमाबन्दी १६६२-६३, मौजा तलोकपुर, तहसील नाहन।

हरगाह कि मुकदमा मुन्दरजा अनवान वाला में तारीख पेशी मिति ६-६-१६६६ मुकर्रर है। उपरोक्त फीक सानियान की तलबी के लिए अदालत हजा से समनात जारी हुए मगर वे दीदा दानिस्ता तामील समनात से गुरेज करते हैं लिहाजा बजरिया इश्तहार इत्तला दी जाती है कि सर्वश्री साधू राम, सतपाल, मदन लाल, श्री कृष्ण, करेसन, हरि चन्द, प्रेम चन्द फीकसानियान तारीख मुकर्ररा पर असालतन या वकालतन बगर्ज जवाबदेही हाजिर अदालत हजा होवें बसूरत दीगर कार्बाई एक तरफा अमल में लाई जावेगी।

आज मिति ३-५-६६ को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

आर० एल० सेठ,
कम्पनसेशन औफिसर।

इश्तहार जेर आर्डर ५, रूल २०, सी० पी० सी०

बअदालत श्री प्रेम लाल शर्मा, सब-जज प्रथम श्रेणी, उन्ना

नं० मुकदमा १०३/६८

श्री भोलू पुत्र श्री रुलिया आधर्मी, ग्राम अरनयाला, थाना व तहसील उन्ना, जिला कांगड़ा मुद्रई।

बनाम

श्री दीना नाथ, २. श्री हरवंस, ३. श्री राम आसरा पुत्र श्री गोपी, जात ब्राह्मण, ग्राम अरनयाला, थाना व तहसील उन्ना मुद्रालय।

(Suit for possession by preemption)

बनाम

२. श्री हरवंस ३. श्री राम आसरा पुत्र श्री गोपी, जात ब्राह्मण, ग्राम अरनयाला, थाना व तहसील उन्ना।

उपरोक्त मुकदमा में मुदालियम मजकूरान को कई बार हाजिर अदालत होने के लिये समनात जारी किये गये मगर रिपोर्ट यही आती रही कि मुदालियम मजकूरान घर पर नहीं मिलते और अदालत को पूरी तरह से यकीन हो चुका है कि मुदालियम मजकूरान की तामील आसान तारीके से नहीं हो सकती। इस लिये अब इस्तहार अखबार जारी किया जाता है कि मुदालियम मजकूरान ३१-५-६६ को १० बजे अदालत हजा में पेश हो कर पैरवी मुकदमा न करेंगे तो मुकदमा यक्तरफा में समाप्त किया जाकर फैसला किया जावेगा।

आज तिथि २०-४-६६ को मेरे हस्ताक्षर तथा मोहर अदालत द्वारा जारी किया गया है।

प्रेम लाल शर्मा,

सब-जज,

मोहर।

इस्तहार जेर आर्डर ५, रुल २०, सी पी० सी०

बअदालत श्री पी० एल० शर्मा, सब-जज, प्रथम श्रेणी, उन्ना

भाग ६—भारतीय राजपत्र इत्यादि में से पुनः प्रकाशन

शन्य

प्रेम लाल शर्मा,
सब-जज।

भाग ७—भारतीय निर्वाचन ग्रायोग (Election Commission of India) की वैधानिक अधिसूचनाएं तथा अन्य निर्वाचन सम्बन्धी अधिसूचनाएं

ELECTION DEPARTMENT
NOTIFICATION

Simla-2, the 24th September, 1968

No. 3-9/68-Elec.—The following notification of the Election Commission of India, dated the 25th April, 1968, is hereby published for general information:—

ELECTION COMMISSION OF INDIA
NOTIFICATIONTalkatora Road,
New Delhi-1,

Dated the 25th April, 1968/Vaisakha 5, 1890 (Saka)

No. 82/5 of 67/HP/68.—In pursuance of section 106 of the Representation of the People Act, 1951, the Election Commission hereby publishes the Order, pronounced on the 24th January, 1968, by the High Court of Delhi, Himachal Bench, Simla in Election Petition No. 5 of 1967.

IN THE HIGH COURT OF DELHI, HIMACHAL BENCH, SIMLA-1

C.O.P. No. 5

of 1967 from
Revision application No.

Original Decree

Appellate order

Date of Decision 24-1-1968

Hiru Ram etc. through Mr. M. R. Gupta,

जिला कांगड़ा, हिमाचल प्रदेश

नं० मुकदमा ४२/६८

दिल मुहम्मद पुत्र वजीरा, जात गुजर, वासी सूहंत थाना अम्ब, तहसील उन्ना, जिला कांगड़ा मुद्रई।

बनाम

(१) मिल्खी राम, (२) ठाकर सिंह, (३) हुकम सिंह पिसरान लल्दू राम, (४) श्रीमती जै देवी विधवा लल्दू राम, (५) श्रीमती गोरजू पुत्री लल्दू राम, जात राजपूत, वासी भंगडर, (६) निक्का (७) रेलू पिसरान हुसैन बख्श, जात गुजर, वासी सहंत, थाना अम्ब, तहसील उन्ना, जिला कांगड़ा मुद्रालय।

बनाम

श्रीमती गोरजू पुत्री लल्दू राम, जात राजपूत, वासी भंगडर, वासी अम्ब, तहसील उन्ना, जिला कांगड़ा मुद्रालय।

(दावा जेरे नकद)

उपरोक्त मुकदमा अनवान बाला में मुदाला मजकूर को हाजिर अदालत होने के लिये समनात जारी किये गये मगर रिपोर्ट यही आती रही कि मुदाला घर पर नहीं मिलता है। और अदालत को अच्छी तरह से यकीन हो चुका है कि मुदाला की तामील आसान तरीके से नहीं हो सकती इस लिये अब इस्तहार अखबार जारी किया जाता है कि मुदाला मजकूर ३१-५-६६ को १० बजे अदालत हजा पेश होकर पैरवी मुकदमा न करेगा तो मुकदमा यक्तरफा समाप्त किया जाकर फैसला किया जावेगा।

आज तिथि २६-४-६६ को मेरे हस्ताक्षर और मोहर अदालत द्वारा जारी किया गया है।

प्रेम लाल शर्मा,
सब-जज।

मोहर।

Advocate.

Versus

Arjun Singh through B. K. Sita Ram, Advocate.

For approval and signature.

The Hon'ble Mr. Justice S. N. Andley

The Hon'ble Mr. Justice.

1. Whether Reporters of local paper may be allowed to see the Judgment?

2. To be referred to the Reporter or Not? Yes.

3. Whether their Lordships wish to see the fair copy of the Judgment?

Coram:—

S. N. ANDLEY J.

This election petition was filed on or about April 4, 1967, in the Court of the then Judicial Commissioner, Himachal Pradesh, Simla to challenge the election of the respondent to the Himachal Pradesh Vidhan Sabha from the No. 10—Nalagarh constituency and has come to be dealt with by this Court as a result of the re-organisation of Himachal Pradesh and the extension of the jurisdiction of this Court thereto.

Written statement to this petition was filed by the respondent on May 3, 1967. In paragraph 5 (d) of the election petition, the number of one of the trucks, alleged to have been taken on hire by the respondent was given as 2741. On or about May 16, 1967, the petitioners made an application (OMP No. 1 of 1967) under section

86 (5) of the Representation of the People Act, 1951, hereinafter called "the Act" read with Order 6, Rule 17 of the Code of Civil Procedure for amendment of Paragraph 5 (d) of the petition by substituting the number 5231 in place of the number 1741. The respondent objected to the proposed amendment by his reply, dated May 25, 1967. This application for amendment was allowed by Hardy J. by his order, dated May 26, 1967. The amended petition was filed on June 5, 1967 and the written statement thereto was filed on June 19, 1967.

The election was contested by the respondent: petitioners Nos. 1 and 2 and Kanwal Nath: Ralla Ram and Gyanandra Nath, the last three persons are not being parties to the petition. Kishori Lal and Jai Pal were also candidates for the election, but they withdrew their candidature. Petitioner No. 3 is a voter. Petitioner No. 2 contested the election as a Congress candidate while the respondent and the other persons contested the election as independent candidates.

The election of the respondent is challenged on the ground that he has been guilty of the corrupt practices specified in sub-section (2), (3), (5) and (6) of section 123 of the Act.

Seven Issues including an Issue relating to relief, were framed by Hardy J. On June 19, 1967. Issue No. 2-A was added by me by my order dated October 18, 1967. The first Issue is as follows:—

"Did the respondent by himself or through his election agent keep correct and separate account of the expenditure incurred by him in connection with his election. If not what is its effect?"

The allegations of the petitioner with respect to this Issue are contained in sub-paras (a) and (b) of paragraph 5 of the Petition which state:—

"(a) That the respondent himself lodged with the Returning Officer, Simla on 17-3-1967, an account of his election expenses totalling to Rs. 1,467.91P. On 20-3-1967, on behalf of the respondent, his Election Agent, Shri Durga Ram Bhandari lodged an account showing expenditure of Rs. 2,012.96 P.

(b) That neither of the two said accounts is the true copy of the account kept by the respondent or his Election Agent. There has been failure on the part of the respondent to keep, either by himself or by his Election Agent, a correct and separate account of all expenditure in connection with the election".

The respondent replied to these allegations in his written statement in the following words:—

"(a) This para is correct to this extent that the respondent lodged with the Returning Officer on 17-3-1967 a correct account of his Election Expenses totalling Rs. 1,467.91 Paise Under the law it is only the contesting candidate who is competent to lodge an account of the election expenses and not his election agent. The authenticity or correctness of such account is emphatically denied. The true accounts of the Election Expenses were maintained only by the respondent himself. Shri Durga Ram Bhandari kept no account nor was he ever authorised to lodge any account of expenses with the Returning Officer by the respondent. The accounts so lodged by Shri Durga Ram Bhandari are false to his knowledge and have been filed by him without knowledge or authority of the respondent. These accounts of expenses have been got filed from Shri Durga Ram Bhandari by the petitioners themselves to serve the ends of this petition with

full knowledge of the facts that they are false. In fact after the result of the Election the respondent joined the Congress Party which had put up petitioner No. 1 as its candidate in the said Election to oppose the respondent, as he was contesting the said Election as an Independent candidate. The respondent's act of joining the Congress Party annoyed and cut Durga Ram Bhandari to the quick and he with mischievous aims joined hands with the petitioners, who had been defeated in the said Election, in order to injure the respondent. It is in this context and background that the petitioners got a false and bogus account of expenses lodged by Durga Ram Bhandari after the respondent had lodged the true Account of Expenses on 17-3-1967. It is significant to note that after the respondent had lodged the true account of Election Expenses the occasion or question for Shri Durga Ram Bhandari to lodge an account of expenses on behalf of the respondent did not arise at all. The whole episode of filing of Election Expenses by Shri Durga Ram Bhandari is *mala fide* and nefarious besides being a clear proof of instigation by and conspiracy with the petitioners hatched up to hard the respondent by fabrication of false evidence for the purpose of this petition. Under these circumstances, the Account of Election Expenses filed by Shri Durga Ram Bhandari cannot be considered to have been filed by the respondent or on his behalf, or with his authority. It is absolutely wrong that the respondent incurred expenses amounting to Rs. 2,012.96P. in connection with the Election in dispute as falsely shown by Shri Durga Ram Bhanadri in the wrong Return filed by him.

(b) The account of Election Expenses filed by the respondent himself personally as stated above is a true copy of the accounts kept by the respondent. The Election Agent Shri Durga Ram Bhandari never kept the statement of accounts or even the account of expenses incurred and it was not within his duties to keep such accounts. The accounts submitted by the respondent are quite genuine and clear and each item of expenses is separately entered therein".

The necessity for maintenance of accounts is by reason of the provisions of section 77 of the Act. This section provides:—

- (1) Every candidate at an election shall either by himself or by his election agent, keep a separate and correct account of all expenditure in connection with the election incurred or authorized by him or by his election agent between the date of publication of the notification calling the election and the date of declaration of the result thereof, both dates inclusive.
- (2) The account shall contain such particulars, as may be prescribed.
- (3) The total of the said expenditure shall not exceed such amount as may be prescribed."

It appears that on some date or the other, the respondent filed in this Court a register containing some sort of an account, but this register has not been proved and, therefore, it cannot be taken into consideration. I may add that accounts alleged to have been maintained by the respondent's election agent, Durga Ram Bhandari (PW. 10) have also not been produced in Court.

My finding, therefore, on the first part of the Issue is that the respondent did not by himself or through

his election agent keep correct and separate account of the expenditure incurred by him in connection with his election.

It is not, and cannot be, contended that the breach of the requirement of the provisions of sub-section (1) and (2) of section 77 of the Act renders the election void. What is contended is that the non-maintenance of account as required by section 77 of the Act in the manner prescribed by Rule 86 of the Conduct of Election Rules, 1961 and their non-production raises a presumption against the respondent in so far as the question of exceeding the prescribed limit of election expenses, which in the case of Himachal Pradesh is Rs. 2,000, is concerned. This contention, in my opinion, is too void. The burden of proving the corrupt practice is and remains on the petitioner throughout. It cannot be urged that merely because the accounts required by section 77 of the Act have not been produced or, if produced, they have not been maintained in the manner prescribed by the said section and Rule 86 of the said Rules, that the burden is discharged. All that can be said is that if the onus of proving or disproving a specific item of expense is on the respondent, then the non-production or non-maintenance of accounts as aforesaid will raise a presumption against the respondent. And that is my answer to the second part of this Issue.

The second Issue is in these terms:—

“What is the effect of two separate returns of expenses having been filed, one by the respondent himself and the other by his election agent and whether the respondent is not bound by the return of expenses filed by his election agent.”

The fact that a Return of Expenses was filed by the respondent of March 17, 1967 and the fact that another Return of Expenses was filed by his election agent, Durga Ram Bhandari (PW. 10), on March 20, 1967, are stated in sub-para (2) of paragraph 5 of the petition which has been quoted above. These facts are proved by the file (Ex. PW. 1/1 collectively) which has been produced by Hans Raj Sud (PW. 1), the Election Kanungo.

The Return of Expenses filed by the respondent shows a total expense of Rs. 1,467.91P. while the Return of Expenses filed by the Election Agent, Durga Ram Bhandari (PW. 10), shows a total expense of Rs. 2,012.96. The items shown in one Return are different from the items shown in the other Return.

As will be apparent from the provisions of section 77 of the Act quoted above, the accounts contemplated by this section have to be kept either by the candidate or by his election agent in respect of all expenditure in connection with the election incurred or authorized by the candidate or by his election agent between the date of the publication of the notification calling the election and the date of declaration of result thereon. Therefore, in so far as the keep of accounts is concerned, it is either by the candidate or by his election agent. Section 78 of the Act provides for the lodging of account with the District Election Officer. “Election Agent” is not mentioned in this section and the lodgment is to be by the “contesting candidate”, who alone is mentioned in this section. Sub-section (1) of section 78 reads:—

“(1) Every contesting candidate at an election shall, within thirty days from the date of election of the returned candidate or, if there are more than one returned candidate at the election and the dates of their election are different the later of those two dates, lodge with the district election officer an account of his election expenses which shall be a true copy of the account kept by him or by his election agent under section 77.”

There is no doubt that in certain matters as provided in the Act, the acts of the election agent have been given a very high status which is equivalent to the acts of the candidate himself. Section 40 of the Act provides for the appointment of an election agent in the prescribed manner. Such appointment has to be in Form 8 as prescribed by Rule (12) (1) of the said Rules. This form is to be signed by the candidate appointing the election agent as also by such election agent who has to declare that he accepts the appointment. Notice of the appointment is to be given “by forwarding the same in duplicate to the returning officer who shall return one copy thereof to the election agent after affixing thereon his seal and signature in token of his approval of the appointment” (vide Rule 12 (1) of the said Rules).

Section 42 of the Act provides for revocation of the appointment of an election agent and such revocation is to be signed by the candidate and operates from the date on which it is lodged with the returning officer. Sub-section (2) of section 42 provides that “in the event of such a revocation of the death of an election agent whether that event occurs before or during the election, or after the election but before the account of the candidate’s election expenses has been lodged in accordance with the provisions of section 78, the candidate may appoint in the prescribed manner another person to be his election agent”. It is clear from these provisions that the appointment of an election agent onus, unless revoked earlier, at least until the lodgment of the accounts as required by section 78 of the Act. Section 45 of the Act provides that an election agent may perform such functions in connection with the election as are authorized by or under this Act to be performed by an election agent. This section makes it clear that the candidate will be bound by such of the acts of the election agent which are done for performing his functions in connection with the election as authorized by or under the Act.

It is not disputed that in this case the appointment of Durga Ram Bhandari (PW. 10) as election agent of the respondent was never revoked by the respondent and, therefore, he did continue as an election agent at least till the date of the lodgement of the accounts. The accounts were lodged by the respondent of March 17, 1967, as stated earlier. Therefore, it is doubtful whether Durga Ram Bhandari (PW. 10) was an election agent on March 20, 1967 when he filed an independent Return of Expenses under his own signatures. In any case, section 78 of the Act does not authorise an election agent to lodge a Return of Expenses because the only person who is mentioned in this section and who is required to file the Return of Expenses is the contesting candidate.

The petitioners rely upon a case reported in IX Election Law Reports 101 which is a decision of the Election Tribunal Mysore in re: **Shankara Gowda V. Marivappa** and another, where it is observed that it is the duty of an election agent to keep separate and regular books of account of all election expenses in the manner prescribed in section 44 of the Act and Rule 111 of the Rules thereunder and that he must preserve such account books and connected papers till the disposal of an election petition. This judgment is in respect of a petition which arose before the amendment of the Act by the Representation of People (Second Amendment Act), 1956, which by its section 25 had repealed section 44 of the Act as it existed prior to the amendment and this section 44 imposed a duty upon an election agent to keep accounts and provided that every election agent shall, for each election for which he is appointed election agent, keep separate and regular books of account, and shall enter therein such particulars of expenditure in connection with the election as may be

prescribed. This duty which was cast upon the election agent alone by section 44 of the Act prior to its amendment was imposed upon the candidate or his election agent by section 77 of the Act as it stood after the amendment. The above referred case also contains an observation based upon 6.0 M. & H. 22 to this effect:—

“But in a leading case, **East Dorset**, it has been held that the election agent must preserve such account books and other connected papers till the disposal of the election petition. These have to be placed before the Election Court for scrutiny”.

On the basis of these observations, it is contended by the petitioners that the authority of the election agent continues till the determination of the election petition. I do not find any provision in the Act which cannot support the contention of the petitioners that the candidate is bound by the Return of Expenses that may be filed by his election agent.

The functions of an election agent are to be found from the provisions of the Act and it is only when he performs those functions that the candidate will be bound by the acts of his election agent. Some of the provisions which mention an election agent in so far as the performance of his functions is concerned are sections 36, 46 to 48, 50 and 77, but I do not find any provision in the Act which authorizes the filing of a Return of Expenses by the election agent.

Under the circumstances, the Return of Expenses filed by Durga Ram Bhandari (PW. 10) cannot be taken to be in performance of his functions authorized by or under the Act. Upon that construction no sanctity can be attached to the Return of Expenses filed by Durga Ram Bhandari (PW. 10) as election agent of the respondent to the extent of holding the respondent bound by whatever is contained in his return.

My answer to the second Issue is that the respondent is not bound by the Return of Expenses filed by his election agent Durga Ram Bhandari (PW. 10) and that the return filed by the latter is merely a document filed in the case, the contents of which have to be proved like any other documents which may be filed by any party to the petition.

Before I deal with the next and subsequent Issue which have to be decided on an appreciation or oral and documentary evidence. I would like to state that approach that is to be adopted in determining whether or not corrupt practices alleged against the successful candidate have been proved or not and this raises the question of burden of proof. For this purpose I will only quote from two decisions of the Supreme Court. The first is reported in A.I.R. 1965 Supreme Court 183, in re: **Jagdev Singh Sidhanti V. Pratap Singh Daulta** and others, where it has been observed:—

“It may be remembered that in the trial of an election petition, the burden of proving that the election of a successful candidate is liable to be set aside on the plea that he was responsible directly or through his agents for corrupt practices at the election, lies heavily upon the applicant to establish his case and unless it is established in both its branches i.e. the Commission of acts which the law regards as corrupt, and the responsibility of the successful candidate directly or through his agents or with his consent for its practice not by mere preponderance of probability, but by cogent and reliable evidence beyond any reasonable doubt, the petition must fail. The evidence may be examined bearing this approach to the evidence in mind.”

The next is reported in A.I.R. 1966 Supreme Court 773 in re: **Dr. Jagjit Singh V. Giani Kartar Singh** and

others where it is observed:—

“.....when an Election Tribunal deals with allegations about the Commission of corrupt practice by a returned candidate, the charges framed are in the nature of quasi-criminal charges. The proof of the charge has a double consequence, the election of the returned candidate is not aside, and he incurs subsequent disqualification as well. Therefore, when a charge of this kind is framed against a returned candidate, it has to be proved satisfactorily”.

Then I come to Issue No. 2-A which was framed by me by my order dated October 18, 1967. Issue No. 2-A is:—

“Whether the respondent or his election agent or any other person with his consent incurred the expense of Rs. 1,417.52 details whereof are given in the Court's order of 18-10-1967. If so, what is its effect. The items which make up the total of Rs. 1,417.52 were given by the counsel for the parties and these items are:—

1. Rs. 25.77 as per voucher of PW. 10.
2. Rs. 24.30 as per voucher of P.W 10.
3. Rs. 16.35 as per voucher of P.W. 10.
4. Rs. 19.33 as per voucher of PW. 10.
5. Rs. 106.67 as per voucher of PW. 10.
6. Rs. 5.24 as per voucher of the firm of PW. 5.
7. Rs. 2.37 as per voucher of the firm of PW. 5.
8. Rs. 60.00 as per statement of Jit (RW. 8) son of Nathu.
9. Rs. 90.00 as per voucher of Sita Ram P.W. 6
10. Rs. 400.00 paid to PW. 2 vide Ex. PW. 2/1.
11. Rs. 300.00 stated to have been paid by PW. 2 to Munshi Ram.
12. Rs. 90.00 alleged to have been paid to Inderjit (RW. 2) by PW. 2.
13. Rs. 3.58 as per Exhibit PW. 3/1
14. Rs. 74.40 as per Exhibit PW. 3/2
15. Rs. 5.20 as per statement of PW. 5.
16. Rs. 2.37 as per statement of PW. 5.
17. Rs. 11.94 as per statement of PW. 5.
18. Rs. 90.00 per statement of PW. 6.

Total Rs. 1,417.52

At the time of arguments it was agreed, that the items at Nos. 6, 7 and 9 had been duplicated because these amounts also appear at items Nos. 16, 17 and 19. If these three items are excluded, then the total of the items covered by Issue No. 2-A would be Rs. 1,319.91 and not Rs. 1,417.52.

In the election petition, these items are not mentioned, but evidence in respect of these items was given by the petitioners and the respondent cross-examined the witnesses of the petitioners through whom these items were sought to be proved. When this matter was taken up for arguments in October, 1967 the counsel for the petitioners contended that these items were also incurred by the respondent in connection with his election and should have been included in his return of expenses. The counsel for the respondent objected to the argument on the ground that the petitioners not having given the particulars of these items in their petition were not entitled to rely thereon. It was then that on October 18, 1967, the petitioners filed an application (OMP No. 23 of 1967) under Order 14, Rule 5 of the Code of Civil Procedure for framing and additional Issue. Relying upon a decision of the Supreme Court in A.I.R. 1960 Supreme Court 200 in re: **Bhagwan Dutta Shastri V. Ram Ratanji Gupta** and others. I hold by my aforesaid order, dated October 18, 1967 that the petitioners would be entitled to reply upon these items even though they had not been mentioned

in the petition and, holding that view, I framed the additional Issue as Issue No. 2-A.

The first five items are claimed as expenses incurred by Durga Ram Bhandari (PW. 10) the election agent of the respondent. They are claimed on the basis of vouchers which are scribed by the said election agent himself and which were annexed by him to the return of expenses filed by him. These vouchers are to be found at pages 39, 40, 41, 42 and 43 of the file which has been collectively marked as Ex. 1/1. They relate to the purchase of various articles and provisions. Vouchers of the shop-keepers who may have supplied these articles and provisions were neither annexed with the return of expenses filed by the said election agent nor were any such vouchers filed in Court. The contention of the petitioners is that the items which are mentioned in these vouchers are of such small amounts and in respect of such articles and provisions in respect of which shop-keepers do not normally issue any vouchers. The contention of the respondent is that these vouchers, were manufactured by the said election agent because by reason of the fact that the respondent had joined the Congress Party on March 1, 1967, has election agent had hatched a conspiracy with the petitioners and the respondent's office in-charge Jagdish Chand (PW. 2) to unseal the respondent.

Before dealing with these vouchers, I may mention that there is the uncorroborated testimony of the respondent that upto January 16, 1967, he was in Government service and on that date was functioning as the post-master at the branch post office at Loharghat. He further states that he resigned his post on January 16, 1967 and make over charge on January 17, 1967. It is further in evidence that Durga Ram Bhandari (PW. 10) was appointed by the respondent as his election agent on January 23, 1967. The contention of the respondent, therefore, is that he became a candidate for election only when he filed his nomination paper on January 19, 1967 and therefore there was no question of his having incurred any expenses towards his election prior to January 19, 1967. It is contended that Durga Ram Bhandari (PW. 10) having been appointed only on January 23, 1967, as an election agent, he could not have incurred any expenses in connection with the election of the respondent in his capacity as election agent prior to January 23, 1967. I find substance in these contentions.

Now, the first voucher showing an expense of Rs. 25.77 bears that date January 3, 1967 (This voucher is at page 39 of the file Ex. PW. 1/1). The second voucher for Rs. 24.30 bears the date January 11, 1967. (This voucher is at page 40 of the file Ex. PW. 1/1). The third voucher for Rs. 16.35 bears the dates 15th and 16th January, 1967. (This voucher is to be found at page 41 of the file Ex. PW. 1/1). The fourth voucher for Rs. 19.33 bears the date 17th, 18th and 19th January, 1967. (This voucher is to be found at page 42 of the file Ex. PW. 1/1). In my opinion it cannot be said that Durga Ram Bhandari (PW. 10) incurred the expenses mentioned in these four vouchers in his capacity as election agent and, therefore, the items mentioned in these vouchers have to be proved like any other item of expense.

The statement of Durga Ram Bhandari (PW. 10) to prove these and other vouchers has not impressed me at all. He states:—

"Documents at pages 38 to 60 of file Exhibit PW. 1/1 are the receipts and vouchers in respect of expenses incurred by me. These receipts and vouchers are in the hand writing of those persons from whom goods were purchased. The documents at pages 38 to 46. are in respect of payments made by

me and were signed in my presence".

Therefore, according to Durga Ram Bhandari (PW. 10) the vouchers at pages 39 to 42 are also of those persons from whom goods were purchased. This statement is obviously false because the aforesaid four vouchers are admittedly in the hand writing of this witness and are not vouchers given by the vendors, of the items which are mentioned in these four vouchers. I, therefore, reject the petitioners claim that the amounts of these four vouchers which are at items Nos. 1 to 4 above are expenses incurred by Durga Ram Bhandari (PW. 10) in connection with the election of the respondent between the date when the respondent became a candidate and the date of the declaration of the result.

The next voucher is for Rs. 106.67. (This voucher is at page 43 of the file Ex. PW. 1/1). The first seven items in this voucher are for various dates after January 18, 1967 until January 23, 1967.

They cannot be accepted as expenses incurred in connection with the respondent's election by Durga Ram Bhandari (PW. 10) election agent *qua* election agent. The only evidence with regard to these and the other items (pertaining to January 24, 1967) in this voucher is the evidence of Durga Ram Bhandari (PW. 10) himself and these items are not supported by the testimony of the vendors who supplied them. Even though, according to the statement of this witness quoted above, this voucher also is one of the vouchers issued by the persons who supplied these goods, it is in the hand writing of this witness only. The items of this voucher also relate to the period prior to the appointment of an election agent. For these reasons, I hold that these items have not been proved to be incurred within the meaning of section 77 of the Act. In the result, I hold that the petitioners have not been able to prove that any of the items which are mentioned in the voucher at page 43 of the file Ex. PW. 1/1 was incurred in connection with the election of the respondent.

The next two items are for Rs. 5.24 and Rs. 2.37. The vouchers in support of these items are annexed to the return of expenses filed by Durga Ram Bhandari (PW. 10). (They are at pages 45 and 46 of the file Ex. P. 1/1). Mohan Lal (PW. 5) has come into the witness-box and has stated that he is carrying on business as a provision merchant at Nalagarh under the name 'Mohan Lal Kishori Lal'. He has further stated that these two vouchers were issued by his shop. In cross-examination he admits that he does not know who purchased the goods shown in these two vouchers and for whom.

These two vouchers which are on the printed form of 'Mohan Lal Kishori Lal' do not bear any date against the a bank meant for the purpose nor do they bear any serial number nor any signatures. The petitioners did not get the account books of this firm, which they admittedly maintain, produced to prove the dates on which the provisions mentioned in these two vouchers were sold by the firm 'Mohan Lal Kishori Lal', from the evidence of Mohan Lal (PW. 5) it is not possible to say that the articles and provisions mentioned in these two vouchers were purchased between the two dates specified in section 77 of the Act, nor is it possible to say that these articles were purchased and the expenses in respect thereof was incurred in connection with the election of the respondent. Even Durga Ram Bhandari (PW. 10) has not disclosed the dates of purchase in respect of these two vouchers in his oral statement in Court. But he has mentioned that the amounts of these two vouchers were incurred on January 25, 1967. It was not enough for the petitioners to prove that certain amounts were incurred by the election agent of the respondent at some time or the other. The petitioners had to prove not only

that these expenses were incurred between the two dates mentioned in section 77 of the Act but also that they were incurred in connection with the election of the respondent. It is admitted by Durga Ram Bhandari (PW. 10) that he was maintaining an account of expenses incurred by him because he states that respondent and I were maintaining separate account of expenses. The best evidence which was available to the petitioners, particularly in view of the fact that Durga Ram Bhandari (PW. 10) had been produced by them as their own witness, was the account that Durga Ram Bhandari (PW. 10) alleged that he was maintaining. These accounts have not been produced. In these circumstances, it is not possible for me to say that the amounts mentioned at items Nos. 6 and 7 above pertain to expenses incurred by the election agent of the respondent between the two dates specified in section 77 of the Act in connection with the election of the respondent. I, therefore, reject the petitioners' claim that the amounts of the items at Nos. 6 and 7 above should have been included in the return of expenses of the respondent.

The next item pertains to a sum of Rs. 60. This is supported by a voucher annexed to the return of expenses filed by Durga Ram Bhandari (PW. 10). (It is at page 53 of the file Ex. PW. 1/1). The voucher has been scribed in Hindi and bears the date February 18, 1967. It is stated to be in respect of labour charges for distribution of *parchis*; and posters. It bears a revenue stamp of 10 Paise across which appears a thumb impression alleged to be of one Jit. No independent evidence of any witness has been produced by the petitioners to prove this voucher. In fact the petitioners had summoned Jit whose name is included in the list of their witnesses, but he was not produced by the petitioners. He has come as a witness for the respondent as R.W. 8. According to this witness he had worked during the election not for the respondent but for petitioner No. 1 for two days for which he had been paid a sum of Rs. 6. He says that he is illiterate and that he has a receipt for Rs. 6 to the Munshi of petitioner No. 1. He has denied having given a receipt for Rs. 60. He was asked in cross-examination whether the receipt that he gave to petitioner No. 1 bore a stamp or not and he stated:—

“There was no stamp on the receipt that I had given and which I had thumb-marked because no stamp was required on a receipt for Rs. 6”.

I have no hesitation in accepting the testimony of this witness and in rejecting the petitioners' claim in respect of the amount of Rs. 60 alleged to have been paid by Durga Ram Bhandari (PW. 10) to Jit (R.W. 8) as labour charges.

The next item is for a sum of Rs. 90 in respect of which there is a voucher which is at page 53 of the file Exhibit PW. 1/1 and it is annexed to the return of expenses filed by Durga Ram Bhandari (PW. 10). Sita Ram, the executant of this voucher has been produced as a witness by the petitioners as PW. 6. He has stated that he belongs to village Nandh: that he worked for the respondent during the elections: canvassed votes for him and stuck posters for him: worked for about 18 days and was paid a sum of Rs. 90 for this work. This witness has come as a witness for the petitioners not only for proving this voucher but also for proving other issues framed in the case which related to the carriage of voters by the respondent in a hired truck on the day of polling and the carrying on of propaganda that votes should be given to him because he was a **Rajput**. From the description given by him, it appears, that this witness is a Zamindar. In cross-examination he has gone to the extent of indentifying his thumb-impression which appears on this voucher. Even though

he states that he went in the respondent's truck on the day of polling to carry voters to the polling booth, he was not able to say at first whether the driver of the truck was a Sikh or a Non-Sikh. It was only when a question was put by the Court that he stated that the driver was a Sikh.

It is noticeable that the voucher of Rs. 90 is in respect of labour charges at the rate of Rs. 5 per day. The payment of this amount of Rs. 90, if it had really been made by Durga Ram Bhandari (PW. 10), could have been supported by showing relevant entries in the accounts which Durga Ram Bhandari (PW. 10) admittedly maintained in respect of the expenses incurred by him in connection with the respondent's election. These account books have not, as stated by me already, been produced. Therefore, a good piece of evidence which could corroborate the payment of this amount has not been produced in Court. To counter the statement of Sita Ram (PW. 6) in respect of this payment of Rs. 90 the respondent has produced two witnesses, namely, Roodu Ram (RW. 3) and Ganga Ram (RW. 6). R.W. 3, who also belongs to Nandh village and had been the Sarpanch of Nandh Panchayat, has stated that he knows Sita Ram (PW. 6) and that Sita Ram (PW. 6) was working for the petitioner No. 1 during the election. There is no cross-examination of this witness on this point. The next witness Ganga Ram (RW. 6) has stated that Sita Ram (PW. 6) of Nandh village was working for the petitioner No. 1 during the elections. This witness has also not been cross-examined on this point.

My own view about evidence of Sita Ram (PW. 6) is that he appears to be a witness who is interested in the petitioners and, in any event, in petitioner No. 1. If he did all the work that he says he did for the respondent, he would not be charging a paltry amount of Rs. 5 per day particularly when he says that he is a Zamindar. He seems to be an omnibus witness who has been produced by the petitioners to depose against the respondent on various issues. There is no reason for me to doubt the testimony of Roodu Ram (RW. 3) and Ganga Ram (RW. 6) when they say that this witness was working for petitioner No. 1, particularly when those two witnesses have not been cross-examined on this point. I, therefore, hold that the voucher for Rs. 90 given by Sita Ram (PW. 6) is a false voucher and I reject the petitioners' contention that the amount of this voucher should have been included by the respondent in his return of expenses.

The next item is a sum of Rs. 400 which is alleged to have been paid by the respondent to Jagdish Chand (PW. 2) as expenses in connection with the election. The payment of a sum of Rs. 400 to Jagdish Chand (PW. 2) is admitted by the respondent and this is also proved by the respondent's letter, dated February 8, 1967, written to Jagdish Chand (PW. 2) who was in charge of the respondents election office at Nalagarh. This letter which is in Urdu states that a sum of Rs. 400 is being sent through Devi Singh. It further directs Jagdish Chand to pay the printing charges of the posters, to pay money for putting diesel in the truck and for purchasing pulses etc., milk and tea.

Jagdish Chand (PW. 2) was admittedly the office in-charge of the respondent, yet he has come as a witness for the petitioners and has given a statement which is “all out” against the respondent. He states that he used to make payments on behalf of the respondent and he used to keep an account of the money spent, but this account has not been produced. He produced, when he was given his statement, the aforesaid, letter, dated February 8, 1967 (Ex. PW. 2/1) written by the respondent to him and four vouchers which were originally

marked 'A', 'B', 'C' and 'D' and were subsequently exhibited as Exhibits RW. 1/1, R.W 1/2, PW. 3/1 and PW. 3/2 vouchers exhibits R.W. 1/1 and RW. 1/2 are for Rs. 6.36 and Rs. 86.00, respectively bearing date February 11, 1967, in respect of diesel purchased from Messrs Daljit and Co., Private Ltd., Ruper and vouchers Exhibits PW. 3/1 and PW. 3/2 are for Rs. 3.58 and Rs. 74.40 respectively and appear on the letter head of firm 'Ganga Ram Nathu Ram'. Jagdish Chand (PW. 2) has not given a complete account of disbursement of this amount of Rs. 400 and the mere fact that a sum of Rs. 400 was paid by the respondent to Jagdish Chand (PW. 2) cannot lead to the conclusion that the entire amount of Rs. 400 was incurred towards the expenses in connection with the election of the respondent.

The respondent's case in respect of this amount of Rs. 400 is that out of this amount a sum of Rs. 100 was paid as advance to the press for printing posters: a sum of Rs. 200 was paid to Piara Singh (RW. 1), the driver of truck No. PNE 5231 and the balance of Rs. 100 was returned to him by Amar Nath (RW. 4). In so far as the amount of Rs. 100 alleged to have been paid to the press is concerned, it is mentioned in the return of expenses filed by the respondent that this amount was paid to the Bharat Press Rupar on February 9, 1967. In so far as the payment of Rs. 200 to Piara Singh (RW. 1) is concerned, it is admitted by Piara Singh (RW. 1) and also deposed to by Amar Nath (RW. 4). Piara Singh (RW. 1) has stated in his cross-examination on being recalled that he had taken an advance of Rs. 200 from Amar Nath (RW. 4). Amar Nath (RW. 4), who is a dentist, has stated that he worked for the respondent and that he was incurring expenses in the absence of the respondent. He has further stated that:—

"The respondent had sent a sum of Rs. 400 to Jagdish Chand (PW. 2). He made over the amount to me. out of this I paid Rs. 200 to Piara Singh (RW. 1), a sum of Rs. 100 to Bharat Press Rupar and kept the balance of Rs. 100 with me account of which was given by me to the respondent. The money paid to the press was for the printing of posters etc."

As to the vouchers Exhibits RW. 1/1 and RW. 1/2, Piara Singh (RW. 1) has stated that these vouchers were for mobil oil and diesel purchased by him from Messrs Daljit and Co., Rupar, and had been handed over by him to Amar Nath (RW. 4). In view of the fact that Jagdish Chand (PW. 2) has not produced the accounts admittedly maintained by him, I am inclined to accept to the testimony of Amar Nath (RW. 4) that this amount of Rs. 400 had been handed over to him by Jagdish Chand (PW. 2) and that he had disbursed it in the manner mentioned above. The statement of Amar Nath (RW. 4) is corroborated with respect to the payment of Rs. 100 to the Bharat Press, Rupar, by the entry to that effect in the return of expenses filed by the respondent and with respect to the payment of Rs. 200 as advance to Piara Singh (RW. 1) by the statement of Piara Singh (RW. 1) himself.

There is another aspect in connection with the claim of Jagdish Chand (P.W. 2) that I have not been able to understand. He was merely a worker of the respondent and was not his election agent. If he incurred any expenses, he, on his own showing, had to give an account of such expenses to the respondent. What was the occasion or the necessity for him to retain with himself the vouchers Exhibits RW. 1/1, RW. 1/2, PW. 3/1 and PW. 3/2. He did not have to file any separate return of expenses as has been contended by the respondent's election agent. Therefore, in the natural course, he had

no reason or necessity to detain these vouchers with him and in the natural course these vouchers should have been handed over by him to the respondent.

In so far as the vouchers PW. 3/1 and PW. 3/2 are concerned, they are in respect of provisions supplied by 'Ganga Ram Nathu Ram' of Nalagarh. Nathu Ram (PW. 4) has been produced by the petitioners to prove these vouchers. He has stated that these two vouchers had been scribed by him: that he does not know the respondent: that he knows Jagdish Chand (PW. 2) and Amar Nath (RW. 4) and that the goods mentioned in these two vouchers were supplied to these two persons. He has further stated that he has mentioned the name of the respondent in these two vouchers on the asking of Amar Nath (RW. 4), and Jagdish Chand (PW. 2). In cross-examination by the respondent, this witness had admitted that both Amar Nath (RW. 4) and Jagdish Chand (PW. 2) had been purchasing goods from his shop for their own purposes and both of them had accounts with him since before the elections. He has also admitted that he does not know who consumed the goods of these two vouchers.

Adverting to the voucher Ex. PW. 3/2, I may repeat that it is for a total sum of Rs. 74.40 for supply of provisions on various dates. The first item in voucher Ex. PW. 3/2 is in respect of the supply of provisions on January 31, 1967 of the total value of Rs. 32.34. There is another voucher bearing the date January 31, 1967 of this very firm for supply of the very same provisions of the total value of Rs. 32.34 which has been annexed by the respondent with his return of election expenses. Similarly, the second item in the voucher Ex. PW. 3/2 is in respect, *inter alia*, of supply of khannd of the value of Rs. 4 and matches of the values of Paise 7, totalling Rs. 4.07 on February 5, 1967. There is another voucher for Rs. 4.07 bearing date February 5, 1967 issued by this very firm in respect of the supply of Khand and matches which has been annexed by the respondent with his return of expenses. It is, therefore, clear that the voucher Ex. PW. 3/2 was prepared subsequently in respect of all purchases made by Jagdish Chand (PW. 2) between January 31, 1967 and February 12, 1967. It further appears that the vouchers in respect of expenses incurred by Jagdish Chand (PW. 2) in connection with the election of the respondent were handed over to the respondent against reimbursement by the latter and that is why the respondent has annexed with his return of expenses the aforesaid vouchers for Rs. 32.34 and Rs. 4.07 which are at pages 17 and 18 of the file Ex. PW. 1/1. It is, therefore, a reasonable inference that the purchases mentioned in the voucher Ex. PW. 3/1 and the purchases other than the purchases made on January 31, 1967 and February 5, 1967 mentioned in Ex. PW. 3/2 were purchased by Jagdish Chand (PW. 2) not in connection with the election of the respondent but for himself. Otherwise I cannot think of any reason why the vouchers in respect of these items were not handed over by Jagdish Chand (PW. 2) to the respondent. I, therefore, hold that except for the amount of Rs. 32.34 and Rs. 4.07 which have been shown by the respondent in his return of expenses, the other expenses mentioned in Exhibits PW. 3/1 and PW. 3/2 were not incurred by Jagdish Chand (PW. 2) in connection with the election of the respondent and I further hold that the respondent has satisfactorily explained the disbursement of the amount of Rs. 400 sent by him to Jagdish Chand (PW. 2). I reject the petitioners' claim that this amount should have been included in the return of expenses by the respondent.

The next item is a sum of Rs. 300 which Jagdish Chand (PW. 2) alleges that he had received from the respondent

and which he had spent in connection with the election of the respondent. The respondent has denied having paid this amount of Rs. 300 to Jagdish Chand (PW. 2). As to this amount, Jagdish Chand (PW. 2) has merely stated that he had received it from the respondent before he had received the aforesaid amount of Rs. 400. He further states that he spent this amount of Rs. 300 on office stationery, tea, cigarettes, food etc., which was supplied in the respondent's office to voters. While Jagdish Chand (PW. 2) has stated that he used to maintain an account, he stated in cross-examination with respect to this amount of Rs. 300 that he has not kept any account. In answer to a question in cross-examination Jagdish Chand (PW. 2) has stated:—

“It is incorrect that instead of making payment to these persons, I have myself kept these amounts with me.”

On the basis of this statement, the petitioners have argued that the cross-examination of this witness was not on the basis that this amount had not been paid to Jagdish Chand (PW. 2), but on the basis that although this amount has been paid, it had been misappropriated by this witness. It is difficult for me to accept this contention because as to this amount of Rs. 300, the answer of this witness to the question in cross-examination is that “I have no written note or document in respect of the sum of Rs. 300 which I have stated I received from the respondent”. In my opinion, the petitioners have not given any satisfactory evidence that this amount of Rs. 300 was paid by the respondent to Jagdish Chand (PW. 2). His testimony is thoroughly interested and unreliable.

The next item is in the sum of Rs. 90 which is alleged to have been paid by Jagdish Chand (PW. 2) to Munshi Ram. The only evidence in support of this payment of Rs. 90 is the statement of Jagdish Chand (PW. 2), who has stated that Munshi Ram was one of the persons who were doing election work for the respondent and he had paid his Rs. 90. In examination-in-Chief, Jagdish Chand (PW. 2) has stated that Munshi Ram was employed from about 27th or 28th January, 1967 until February 18, 1967: that he was a whole time employee and was paid at the rate of Rs. 5 per day. Now, if Munshi Ram had been engaged from 27th January, 1967, then he would have worked for 23 days until February 18, 1967, and if he had been engaged on January 28, 1967 he would have worked for 22 days until February 18, 1967 and at the rate of Rs. 5 per day, the payment which should have been made to Munshi Ram would be either Rs. 115 or Rs. 110 and not Rs. 90. This by itself falsifies the testimony of Jagdish Chand (PW. 2) when he says that he paid Rs. 90 to Munshi Ram. Further, there is no voucher in respect of this payment nor has Munshi Ram, to whom this payment is alleged to have been made, been produced by the petitioners. I, therefore, reject the petitioners' claim that this amount of Rs. 90 should have been included by the respondent in his Return of Expenses.

The next item is again an item of Rs. 90 which is alleged to have been paid to Inderjit (RW. 2) by Jagdish Chand (PW. 2) Inderjit to whom this payment is alleged to have been made has been produced by the respondent as R.W. 2. He has categorically stated that he did not receive Rs. 90 from Jagdish Chand (PW. 2) at any time. The non-production of any voucher by Inderjit: the non-production of any accounts by Jagdish Chand (PW. 2) and the categorical denial by Inderjit of any payment having been made to him are quite sufficient to reject the claim of the petitioners that this amount of Rs. 90 should have been included by the respondent in his Return of Expenses.

The next two items are of Rs. 3.58 and Rs. 74.40, which I have already dealt with when dealing with the item of Rs. 400 paid by the respondent to Jagdish Chand (PW. 2) and for the reasons stated, I reject the petitioners' claim that these two amounts of Rs. 3.58 and Rs. 74.40 should have been included by the respondent in his Return of Expenses.

The last item is a sum of Rs. 11.94 which is alleged to have been paid to 'Mohan Lal Kishori Lal'. The voucher in support of this item is at page 60 of the vouchers at pages 45 and 46 of file Ex. PW. 1/1 for Rs. 5.24 and Rs. 2.37 apply to this voucher also and for the same reasons I reject the petitioners' claim that this amount of Rs. 11.94 should have been included by the respondent in his Return of Expenses.

In the result, I decide Issue No. 2-A against the petitioners.

The next Issue is Issue No. 3 and it is in these terms:— “Whether the respondent or his election agent used two motor vehicles Nos. 5074 and 5231 in connection with his election and incurred expenditure of Rs. 910 and Rs. 2,200 respectively on each of these vehicles. If so, is not the respondent guilty of the corrupt practice as defined in section 123 (6) read with section 77 of the representation of People Act, 1951.”

The allegations which have given rise to this Issue are contained in paragraph 5 (d) of the amended petition and are as under:—

“That while in the account lodged through his Election Agent, an amount of Rs. 90 as charges for truck No. 5074 has been shown, in the accounts lodged by the respondent, an amount of Rs. 800 as charges for truck No. 5231 have been shown. In fact truck No. 5231 was used by the respondent for 22 days at the rate of Rs. 100 per day. He thus incurred the expenditure of Rs. 2,200 and not Rs. 800 as shown by him, for charges for truck No. 5231.”

The reply of the respondent is contained in paragraph 5 (d) of the written statement to the amended petition which states:—

“This para is absolutely wrong, hence denied. The account of expenses not filed purposely by the petitioners through Shri Durga Ram Bhandari is false and bogus. The respondent never hired Truck No. 5074 as wrongly shown or deliberately stated in the grounds of election petition and the respondent never paid any amount to the owner of truck No. 5074 as wrongly alleged. Similarly the respondent never hired Truck No. 2741, as wrongly alleged originally, and never used this truck for the purpose of the Election. In fact the respondent hired only Truck No. 5231 at the rate of Rs. 80 (Rupees Eighty only) per day and used it for 10 (ten) days only, on different dates, and paid Rs. 800 as hire charges to Piara Singh, Driver of the Truck whose receipt has been filed by the respondent with the account of Election Expenses filed by him. It is absolutely wrong that Truck No. 5074 or 2741 were ever used by the respondent for the purpose of election. The mention of user of any of these trucks by Shri Durga Ram Bhandari in the wrong return filed by him is false to the knowledge of the petitioners and Durga Ram, and has been so mentioned purposely to create false evidence against the respondent for the purpose of their petition.”

It will be seen from the pleadings that the particular dates on which these two trucks are alleged to have been used by the respondent have not been mentioned in the petition. The respondent has, however, said in

respect to truck No. 5231 that it was used by him for 10 days instead of 22 days as alleged by the petitioners and such user was on different dates.

I will first deal with the allegations relating to truck No. 5074. As disclosed in the evidence, the petitioners seek to rely on a receipt for Rs. 910 which is at page 49 of the file Ex. PW 1/1. It is in Urdu. The first part purports to be a bill addressed to the respondent. It states the dates the rate and the amount of hire in three columns. The dates on which this truck is alleged to have been used are 27th, 28th and 31st January and 1st to 10th February, 1967. The rate of hire is stated to be Rs. 70 per day. After the bill appear the signatures of Gurbux Singh (PW. 13) in Gurumukhi and below the signatures is stated in Urdu 'Gurbux Singh Malik Truck No. PNE 5074'. Below the bill is a writing in Urdu which purports to be a receipt and it states that a sum of Rs. 910 has been received in cash by the hand of Durga Ram Bhandari, election agent of Arjan Singh candidate, constituency Nalagarh. Below this writing is the date February 12, 1967 and then a revenue stamp of 10 paise across which appear the signatures of the said Gurbux Singh. This receipt is annexed to the Return of Expenses filed by Durga Ram Bhandari (PW. 10) election agent of the respondent.

As will be seen from the pleadings, the respondent denied the hiring of this truck. He further denied that he had paid any amount by way of hire for this truck.

To prove the hiring of this truck, the petitioners summoned Gurbux Singh (PW. 13). He was summoned for August 16, 1967 but in spite of service he did not appear and therefore, by my order, dated August 17, 1967. I issued bailable warrants for his appearance and being served, this witness appeared on September 17, 1967 and stated that he had not been able to appear on the 1st hearing because his son had fallen ill. In view of that statement the further action was taken against him. To start with, he denied knowing Durga Ram Bhandari (PW. 10). He admitted that he was the owner of this truck but he denied that he had given it on hire to the respondent. He admitted his signatures on the said receipt but stated that he did not know who had scribed it. He further stated that it had been brought to him by petitioner No. 2 who paid him Rs. 910. He denied maintaining any account books in which daily entries were made but he stated that he kept a small copy book or note book in which he caused entries to be made after five or six days by other people including one Narinder Nath, Secretary of the Truck Union, because he himself was completely illiterate. According to his statement, this truck and another truck No. PNE. 5070 jointly owned by him and his sister's husband Gian Chand were hired out to petitioner No. 2. On this statement being made, counsel for the petitioners stated that he wanted to examine this witness further with reference to log books and the copy book containing the accounts which were admittedly maintained by him. On an apprehension being expressed that there may be manipulations in these books if sufficient time were allowed to elapse and upon a prayer being made in that behalf. I appointed Mr. M. B. Sharma, Advocate, Simla, as a Local Commissioner to proceed to Nalagarh and be in the office of the Truck Union of Nalagarh at 1.00 P.M. on Sunday, September 3, 1967. The witness was also directed to be present at that time. A direction was given to the Local Commissioner to take possession of the two log books relating to trucks Nos. 5070 and 5074 and of the copy book maintained by this witness. The Commissioner proceeded to execute the commission and he took possession of the log books and of the copy book on September 3, 1967 and deposited them in this Court on

the following day. The examination of this witness was continued on September 19, 1967. On that date, he reasserted that truck No. PNE 5070 had been taken out on hire by petitioner No. 2. On being shown the copy book (which was marked as Ex. PW. 13/1) he was unable to point out the entry relating to the receipt for Rs. 910 on the ground that he was completely illiterate. This witness was quite positive in his statement that this truck had not been given on hire to the respondent. There was a very short cross-examination by the respondent but it appears from that cross-examination that this witness had had business dealings with petitioner No. 2. He and Gian Chand seem to be related to petitioner No. 2 because he states that Om Parkash, brother of petitioner No. 2, was the husband of his wife's sister. It further appears from the statement of the petitioner No. 2 himself that Gian Chand who owned truck No. PNE 5070 jointly with this witness is married to the sister of this witness and this Gian Chand is a cousin brother of petitioner No. 2 being the son of the maternal uncle of petitioner No. 2.

It is, therefore, clear that there is not only relationship between this witness: Gian Chand and petitioner No. 2, but also previous dealings. It is also admitted by the petitioners that the truck No. PNE 5070 was taken on hire by petitioner No. 2 from Gian Chand.

It is true that the copy book (Ex. PW. 13/1) cannot be said to be an account book kept in the regular course of business. But that is not the claim of Gurbux Singh (PW. 13) as he himself says that no regular entries were made in this book and entries were made some times after five or six days by some other persons. The fact that entries in this book are made by several persons is evident from the writings therein. On one of the pages of this book there are two entries which are relevant to this petition. The first entry is of a sum of Rs. 1,000 in respect of truck No. PNE 5070 and the name of petitioner No. 2 is stated against this entry of Rs. 1,000. It is also stated that this amount of Rs. 1,000 was received by the hand of Gian Chand (the joint owner of the truck). There is no doubt about the genuineness or correctness of this entry because truck No. PNE 5070 was admittedly taken on hire by petitioner No. 2. As to the hire amount of Rs. 1,000, petitioner No. 2 is not definite in his statement in Court. He first stated that he had paid a sum of Rs. 500 only for diesel etc. but he had admitted that he may have paid Rs. 1,000.

The second entry mentions a sum of Rs. 910 having been received on February 26, 1967 from petitioner No. 2 in respect of truck No. 5074.

The petitioners undoubtedly challenge the genuineness of the second entry of Rs. 910. The argument is that the receipt for Rs. 910 referred to above bears the date February 12, 1967 whereas the date in the copy book is February 26, 1967. But the latter date is not contradictory of the statement of Gurbux Singh because he says that entries are made after five or six days. The further argument of the petitioners is that the receipt for Rs. 910 is conclusive evidence that this amount was paid by the respondent through Durga Ram Bhandari (PW. 10) for hire of the truck and if the respondent wanted to challenge the genuineness of this receipt, he should have produced the scribe Narinder Nath, Secretary of the Truck Union. If Gurbux Singh (PW. 13) had admitted the contents of the bill and of the receipt, then the petitioners were on good ground and then it would have been for the respondent to show that the receipt was not a genuine receipt. But, Gurbux Singh (PW. 13) having himself denied the truth of the contents of the bill and the receipt, it was still for the petitioners to go further and discharge the burden of proving the transaction

recorded in this receipt by producing the scribe Narinder Nath. It is evident from the statement of Gurbux Singh (PW. 13) that this Narinder Nath was present in Court, when the statement of this witness was being recorded on September 1, 1967. It was open to the petitioners to make a request to the Court at that time to examine Narinder Nath there and then but no such request was made. Without evidence, it is not possible for me to assume that Narinder Nath's presence in Court was due to his interest in the respondent. It could equally have been due to his interest in the petitioners.

In view of the complete illiteracy of Gurbux Singh (PW. 13) and his free and frank admission that he did not keep any regular accounts; the presence of the entry with regard to truck No. PNE 5070 and the receipt of Rs. 1,000 from petitioner No. 2. I have no reason to doubt the testimony of Gurbux Singh who does not appear at all to be interested in the respondent and it is difficult to believe that he will give the sort of statement he has given in spite of his relationship and business dealings with petitioner No. 2 unless that statement were the truth.

The next witness with regard to truck No. 5074 is Jagdish Chand (PW. 2) who has stated that the respondent had taken this truck also on hire for 12 or 13 days during elections and that Durga Ram Bhandari (PW. 10) had paid Rs. 910 as hire charges for the truck. This witness has not spoken anything about the execution of the receipt of Rs. 910 and, therefore, he could not have been a witness to its execution. He has gone to the extent of denying the user of this truck by petitioner No. 2 thereby showing his interest in petitioner No. 2 which is amply demonstrated by the fact that even though he was the office in charge of the respondent, he comes as a witness for the petitioners. I have rejected his testimony in respect of an item of Rs. 400 and item of Rs. 300 which I have dealt with under Issue No. 2-A and my opinion is that this witness is a complete liar.

The next witness is Durga Ram Bhandari (PW. 10). He has stated that this truck was hired by the respondent and a sum of Rs. 910 was paid to Gurbux Singh (PW. 13). He affirms that the receipt for Rs. 910 was written in his presence but in the next breath he states that it was not written in his presence and avers that Gurbux Singh (PW. 13) had brought the document duly written and had signed it at the two places already mentioned. After giving this contradictory statement, this witness looked at the document and he again said that it was written in his presence by Narinder Nath, who is the Secretary of the Truck Union. There was, therefore, clear evidence before the petitioners, even before Gurbux Singh (PW. 13) was examined, that the scribe of this document was Narinder Nath. But, inspite of the fact that Narinder Nath was present in Court, while Gurbux Singh (PW. 13) was being examined on September 1, 1967, the petitioners did not choose either to produce Narinder Nath as their witness or even to make a request to the Court to examine him as a Court witness. Although Durga Ram Bhandari (PW. 10) has alleged that he incurred expenses to the tune of over Rs. 2,000 there is not a word in his testimony as to when the respondent had paid him various amounts to enable him to incur all this expense except a bold statement that the respondent was putting him in funds. This witness was dealing with substantial amounts. He was admittedly keeping accounts of disbursements but he does not produce these accounts which would have been the best evidence to show that he received various amounts from the respondent which he disbursed in the manner alleged by him. I am quite definite in my mind that this witness and Jagdish Chand (PW. 2), in their attempt to unseat the respondent, have concocted

even documents and their conduct seems to lend some weight to the respondent's plea that all this was done in conspiracy with the petitioners because the respondent, having succeeded at the election as an independent candidate, had crossed the floor and joined the Congress on March 1, 1967.

As I have stated already, the argument of the petitioners that it was for the respondent to produce Narinder Nath or the persons who made the entries in the so called account book of Gurbux Singh (PW. 13) cannot be accepted because the burden of proving the incurring of expense by the respondent was entirely on the petitioners.

The petitioners further rely on section 94 of the Indian Evidence Act which says that "when language used in a document is plain in itself, and when it applied accurately to existing facts, evidence may not be given to show that it was not meant to apply to such facts." I have not been able to understand the application of this section to the facts of this case. This section applies where there is no dispute about the correctness of the contents of the document. If the correctness of the contents of the document is disputed, there is no bar to showing that the contents are incorrect. Even the executant of the receipt Gurbux Singh (PW. 13), while admitting his signatures, has disputed the correctness of the contents. That was quite enough in so far as the respondent is concerned. If the petitioners still insisted upon showing that the document was genuine and that its contents were correct, it was for them to produce the scribe of the document and prove the circumstances in which it came to be executed.

In so far as the account so called of Gurbux Singh (P.W. 13) is concerned, it was brought before the Court at the earliest opportunity at the instance of the petitioners. When brought before the Court, it disclosed what, according to the respondent, was the correct state of fact. The respondent was entitled to be content with the entries as they existed in the account book. If the petitioners wanted to go further and to prove that these entries are not genuine, it was for them to produce that person or persons who had made entries in the account book. Under these circumstances, I cannot accept the argument of the petitioners that the burden of proving the correctness of the contents of the receipt and the correctness of the entries in the account book shifted to the respondent.

That the petitioners have come out with a false case in respect of truck No. PNE 5074 is further demonstrated by their own pleadings and by the statement of Jagdish Chand (PW. 2). The petitioners have stated in paragraph 6 (a) of the petition that on the day of polling, February 18, 1967 the respondent had used two trucks for carrying voters to various polling stations mentioned therein. One truck, namely, truck No. PNE 5231 was admittedly with the respondent on the day of polling. But even according to the receipt of Rs. 910, truck No. PNE 5070 was not with the respondent. Therefore, the allegation in paragraph 6 (a) of the petition is demolished by the petitioners' own document, that is the receipt, which states February 10, 1967 as the last date on which this truck was with the respondent. Even Jagdish Chand (PW. 2) speaks of only one truck, namely, truck No. PNE 5231 as having been used by the respondent for the carriage of voters to various polling stations on the day of polling. My conclusion, therefore, is that the case of the petitioners about the alleged hiring of truck No. PNE 5074 by the respondent is totally false.

Truck No. PNE 5231 was admittedly hired by the respondent. The case of the petitioners is that it was

hired for 22 days at the rate of Rs. 100 per day. On the other hand, the case of the respondent is that it was hired by him from 1st to 18th February, 1967 but it was used by him only on 10 days, namely, on 1st, 2nd, 8th, 9th, 10th, 13th, 14th, 15th and 18th February, 1967 and that the agreed rate of hire was Rs. 80 per day inclusive of diesel. The driver of this truck is Piara Singh (PW. 1) and the owner of this truck is Prabh Dayal (PW. 4).

According to Jagdish Chand (PW. 2), truck No. PNE 5231 was used by the respondent for election work for 22 days and it was hired at the rate of Rs. 100 per day. In examination-in-chief he says that he does not know who made payment of hire charges of this truck, but in cross-examination he asserts that "respondent paid a total sum of Rs. 2,200 to Lala Prabh Dayal in my presence in respect of truck No. 5231. When confronted with this contradictory statement, this witness reasserts that the answer given by him in examination-in-chief is incorrect and that the payment was made by the respondent. According to this witness, therefore, the respondent had actually paid a sum of Rs. 2,200 to Prabh Dayal (PW. 4) in the presence of this witness.

Then, the petitioners produced Phabh Dyal as PW. 4. He stated that he was a Director of Rupar Finance Private Limited and that this truck belonged to him and Mewa Singh. He admitted that he was keeping accounts of the business done by this truck. As to the hiring of this truck, this witness stated:

"I did not know the respondent. One Shri Pal Jain came to me during the elections. I let this truck on hire to the respondent through Shri Pal Jain. The rate of hiring was Rs. 80 per day. I do not know the period for which and during which this truck was let on hire to the respondent. I have not brought the documents summoned from me. This truck had met with an accident on 23rd February, 1967. My private diary and the account book which were in this truck at that time were lost."

Upon this statement being made, the petitioners' counsel made a prayer that the witness may be declared hostile. In support of this prayer, he produced an affidavit (taken on record and marked as Ex. P. 1) which was alleged to have been executed by this witness. When this affidavit was put to this witness, he stated that he knew English and that the two signatures thereon (Marked Ex. P. 1/1 and Ex. P. 1/2) were his. On this admission of the witness, I declared him hostile and allowed the petitioners' counsel to cross-examine him.

This affidavit (Ex. P. 1) is in English and, as stated already, admittedly bears the signature of this witness. In this affidavit, it is stated that truck No. PNE 5231 worked on hire with the respondent from 28-1-1967 to 18-2-1967 at Rs. 100 per day, that a sum of Rs. 1,600 has been received as running payment and there was a balance of Rs. 600 outstanding against the respondent. Assuming that the contents of this affidavit are correct, it at least contradicts Jagdish Chand (PW. 2) when he states that the whole amount of Rs. 2,200 had been paid by the respondent to Prabh Dayal (PW. 4) in his presence.

To continue with Prabh Dayal (PW. 4) he denied that he had executed Ex. P. 1 as an affidavit before the Oath Commissioner, Kashmire Lal, Advocate, Nalagarh, (PW. 11) in the presence of Hans Raj, Municipal Commissioner (PW. 12). He further denied that the figure '41' (Ex. P. 1/6) or the date '27-6-1967' scribed twice (Exhibits P. 1/3) and (P. 1/4) or the words 'Nalagarh' in the affidavit were in his handwriting. His explanation of his signature on the affidavit is:—

"The petitioner had come to me to obtain a receipt for Rs. 30. I signed on a blank paper and put my signatures twice. I do not remember whether the paper on which Exhibit P. 1 is typed out is the same paper on which the petitioner got my signatures as stated by me."

There is no doubt in my mind that this explanation of this witness is false. He is a person who knows English and he is also the Director of a Limited Company. It would be too much to say that such a person would in order to give a receipt for a partly amount of Rs. 30, put his signatures not once, but twice, upon a blank piece of paper. The subject matter typed on this paper is such that it must have been on the paper when the witness put his signatures thereon. I have seen the trend of the writing in the two signatures of this witness on the documents. To my mind, the other writings on this document, namely, Ex. P. 1/3 to Ex. P. 1/6 mentioned above are in the hand-writing of this witness.

A part of the statement of this witness was recorded on August 16, 1967, and in so far as that statement goes, the witness has stuck to his assertion that he had received only Rs. 800 from the respondent and that the rate of hiring was Rs. 80 per day inclusive of diesel. At the end of his examination on that date a request was made on behalf of the petitioners that they may be permitted to summon the Oath Commissioner, Kashmire Lal, Advocate, Nalagarh and the attesting witness Hans Raj, Municipal Commissioner. I acceded to their request and allowed the petitioners to summon these two witnesses for September 1, 1967 on which date I directed Prabh Dayal also to be present in Court. I may state here that on August 16, 1967 this witness had not brought the log book relating to this truck which had been summoned from him.

Kashmire Lal, Advocate (PW. 11) deposed that Prabh Dayal (PW. 4) had executed the affidavit (Ex. P. 1) in his presence. On cross-examination by the respondent doubt was thrown on the testimony of this witness and in answer to a question, this witness stated that he did not remember whether Prabh Dayal (PW. 4) had signed his register of oaths in token of having signed the affidavit Ex. P. 1. He admitted that the High Court Rules did require that the deponent should sign the register of oaths. On this statement being made, the counsel for the respondent made a request that this witness should be directed to re-appear in Court with the register of oaths and I did issue the direction for this witness to appear in Court on September 19, 1967. The register of oaths was produced on the said date, but no entry was found therein regarding the attestation of the affidavit Ex. P. 1 of any other affidavit having been attested by this witness on June 27, 1967. The explanation of the witness was that there was a rush of work and the absence of the entry in the register of oaths was merely an omission.

The attesting witness Hans Raj was also examined as PW. 12 and he stated that Prabh Dayal (PW. 4) had executed that affidavit in his presence in Nalagarh on June 27, 1967.

On account of the absence of entries in the register of oaths, there is a doubt in my mind whether Prabh Dayal had executed the affidavit at Nalagarh on June 27, 1967, as alleged by the petitioner and as deposited to by Kashmire Lal (PW. 11) and Hans Raj (PW. 12). It is possible that the signatures on the affidavit Ex. P. 1 were made and the blanks therein filled in by Prabh Dayal (PW. 4) not at Nalagarh, but in his office at Rupar. But there is no doubt in my mind that the typed matter on Ex. P. 1 existed when Prabh Dayal (PW. 4) put his signatures thereon and filled in the blanks therein. There is, therefore, at least a statement, in writing, by Parbh

Dayal (PW. 4) which goes to support the petitioners' case. On the other hand, there is the other receipt for Rs. 800, upon which the respondent relies, which was executed by Piara Singh the driver of the truck which acknowledges that the truck was used by the respondent only on the 10 days mentioned above which are also specified in this receipt. Piara Singh was examined as a witness by the respondent and came in as (RW. 1). He states that Shri Pal Jain (RW. 5) had asked him to give the truck to the respondent at the rate of Rs. 80 per day including diesel. This witness is another witness who is more or less illiterate. He did not produce the long book pertaining to this truck when he was examined on September 20, 1967. According to his testimony, the receipt for Rs. 800 was scribed by Amar Nath (RW. 4). Reliance is placed by the petitioners on the statement of Amar Nath (RW. 4), when he states in cross-examination that:—

"The settlement about the truck was made on 30th or 31st January, 1967. The settlement was to take the truck from 1st February upto February 18, 1967. The rate was Rs. 80 per day. I do not know Prabh Dayal (PW. 4) but I know Shri Pal. Shri Pal live in the same city as myself."

and upon the basis of this statement, the petitioner's argued that even if the hire of this truck for 22 days at the rate of Rs. 100 per day is not proved, the hiring was, in any event, for a period of 18 days at the rate of Rs. 80 per day. The argument is that from this statement, it must be assumed that the truck was used from 1st to 18th February, 1967 continuously day after day. This statement is, however, to be read in conjunction with the statement made by this witness in examination-in-chief where he states that "the respondent used truck No. PNE 5231. The receipt at page 6 of Exhibit PW. 1/1 was scribed by me. The contents of the receipt are correct". As stated already, the receipt specifies 10 days between 1st and 18th February, 1967 when the truck was used by the respondent. If the petitioners wanted to prove from this witness continuous day-to-day user of this truck by respondent from 1st to 18th February, 1967, they should have cross-examined him on that basis. In the absence of such cross-examination and in view of the statement made by this witness in examination-in-chief, one interpretation of the testimony of this witness could be that although the period of hiring was from 1st to 18th February, 1967, the truck having been used only on 10 days, the amount of hire amounted only to Rs. 800.

The settlement as to the hiring of the truck has been deposed to by Shri Pal, who has been produced as RW. 5. He has stated that as he was a truck-owner he had been approached by the respondent for a truck and on being told that truck No. PNE 5074 and truck No. PNE 5070 belonging to Gurbux Singh (PW. 13) and Gian Chand were not free, he has truck No. PNE 5231 respondent. He further states:—

"Prabh Dayal (PW. 4) the owner of truck No. PNE 5231 had told me that I could hire out his truck on consideration during the elections. Then I settled with the respondent to hire but truck No. PNE 5231 to him at Rs. 80 per day inclusive of diesel. One of the terms settled was that if I needed the truck on any day I will give one day's prior notice. It was also settled that if this truck was allotted a number by the Truck Union, then payment is not to be made for the day it was employed according to the number given by the Union. This truck was hired out for the period from 1st February to 18th February, 1967 on these terms. This settlement took place on 30th or 31st of January, 1967. I asked Payare Singh (RW. 1) to drive his truck for the respon-

dent. The respondent used the truck for ten days altogether. Rs. 800 were paid as the total hire. Out of this amount Rs. 200 had been paid by Dr. Amar Nath (RW. 4) to Payare Singh on account on 9th or 10th February, 1967. The balance of Rs. 600 was paid by RW. 4 on 18th February, 1967 in my presence. The receipt was scribed by RW. 4 and was signed by Payare Singh (RW. 1).

In so far as the execution of the receipt and the payment of Rs. 800 in two instalments is concerned, this witness fully supports Prabh Dayal (PW. 4), Piara Singh (RW. 1) and Amar Nath (RW. 4) and the respondent himself. According to this witness also, the period of hire was from 1st to 18th February, 1967. But, the agreement, according to this witness, was that no charge would be made for the hire of the truck on any date on which the truck was allotted a number by the Truck Union and did some other work as per the number allotted by the Truck Union.

The contention of the petitioners is that the statement made by Prabh Dayal (PW. 4) in his affidavit (Ex. P. 1) should be accepted in preference to the statement made by him, in Court and it should be held that the truck was used for 22 days. For the reasons stated by me already, Ex. P. 1 cannot be given the status of an affidavit. It is at best a previous statement by the witness Prabh Dayal (RW. 4). This statement was made in about the end of June, 1967 obviously with a view to bind down this witness in case his evidence was required in Court. This statement made by Prabh Dayal (PW. 4) in the document (Ex. P. 1) cannot be given a higher status than the statement made by him in Court which has been made on oath and has been subjected to cross-examination. The Statement made by Prabh Dayal (PW. 4) in Court is supported by Piara Singh (RW. 1) Amar Nath (RW. 4), and Shri Pal (RW. 5). Neither Amar Nath (RW. 4), nor Shri Pal (RW. 5) have been shaken in cross-examination. Considering the burden of proof that is placed upon the petitioner in an election petition, I cannot come to a conclusion beyond a reasonable doubt that there is any cogent and reliable evidence to prove that the truck No. 5231 was taken on hire by the respondent for the period of 22 days at the rate of Rs. 100 per day and there is a possibility that the defence of the respondent is nearer the truth.

When this matter was being argued in October, 1967, it had been contended on behalf of the petitioners that in the absence of the log book, a presumption should be raised against the respondent and it should be held that this truck was taken on hire by the respondent for 22 days. On this argument being raised, an application (OMP. No. 22 of 1967) was filed by the respondent under Order 18, Rule 17 of the Code of Civil Procedure for being permitted to summon Prabh Dayal (PW. 4) with the log book pertaining to this truck. The reason for this application is as stated in my order, dated October 18, 1967, and it may be restated:—

"The reason for the application is that by an order of this Court, dated September 1, 1967, this witness was directed to bring the documents received by him from the police including the log book pertaining to the aforesaid truck and the new account book and this witness had been directed to be present in Court on September 19, 1967. On September 19, 1967, the witness was present in Court. On that date, the petitioners examined PW. 11 and 13 and started the examination of PW. 14 one of the petitioners (petitioner No. 2), whose statement was concluded on September 20, 1967. On September 20, 1967, the statement of the petitioner No. 1 was also started and concluded and thereupon the counsel

for the petitioners made a statement closing his case. At that time, I recollect having told that counsel for the petitioners that Prabh Dayal (PW. 4) was present in Court on September 19 and was also present in Court on September 20, 1967 and he has not been examined. Thereupon, learned counsel for the petitioners said that he did not want to examine him. Thereafter, the evidence on behalf of the respondent was started.

I am quite clear in my mind that the non-examination of Prabh Dayal (PW. 4) on September 19 or 20, 1967 was not by any design.

Learned Counsel for the respondent says that the examination of the log book pertaining to the aforesaid truck is necessary in the interests of justice because one of the crucial points for determination is whether or not this truck was employed for a period of about 8 days between February 1 to February 18, 1967, otherwise than with the respondent. His further argument is that these facts would have been disclosed to the Court if Prabh Dayal (PW. 4) had been examined with reference to the log book on September 19 or 20, 1967, when he was present in Court."

I further came to the conclusion that an opportunity should be given to the respondent to resummon Prabh Dayal (PW. 4). At the same time at the request of the petitioners. I directed that Piara Singh (PW. 1) should also be resummoned. These two witnesses appeared in Court and were ultimately examined on November 9, 1967. The log book was produced and was marked Ex. PW. 4/1. It was stated by Prabh Dayal (PW. 4), that this log book had been in the possession of the police which had seized it from his truck in connection with an accident which occurred on February 23, 1967 and for which Piara Singh (PW. 1) was prosecuted but ultimately acquitted, it appears from the log book that the next entry after February 22, 1967 is dated May 9, 1967 and it is a reasonable inference therefrom that it was delivered back to Prabh Dayal (PW. 4) sometime in the beginning of May, 1967.

This log book has been written up by various persons. The entries made in it by Piara Singh (PW. 1) are in Gurmukhi except for the rates which are in English. The writing appears to be that of a semi literate person. The entries not only for the month of February, 1967, but also for other months contain over-writings and corrections. There is no entry respecting 1st February, 1967. There is an entry bearing date February 2, 1967, which describes a journey from Nalagarh to Sunna and back and these two places are in the constituency of the respondent. Again there is no entry relating to February 3, 1967. On 4th February, 1967 there is an entry of a journey from Nalagarh to Rupar and from Dhang to Rupar and on this date, there is mention of a load of 150 maunds of potatoes and an amount of Rs. 40 is mentioned. There is again no entry relating to 5th February 1967. The entries relating to 6th February, 1967 show that this truck carried a load of 150 maunds of coal from Dasore to Ambala and there is a mention of a sum of Rs. 100 against this date. There is also an entry against 7th February, 1967 which shows a journey from Nalagarh to Nangal and a load of 70 maunds of grass and again a journey from Nangal to Nalagarh, from Nalagarh to Rajpura and from Rajpura to Ramshahr with a load of 50 quintals of wheat. Two sums of Rs. 50 are mentioned against this date. There are no entries relating to 8th 9th, 10th February, 1967. Against February 11, 1967, the journey indicated is from Nalagarh to Rupar and back to Nalagarh and this may have been in connection with the purchase of diesel, from M/s Daljit and Co. As per vouchers bearing that date (Exhibits RW. 1/1 and RW.

1/2) which have been referred to by me earlier. There is again an entry against February 12, 1967 from Nalagarh to Swarghat and back to Nalagarh and shows that this truck carried drums on that date. There are no entries relating to 13th, 14th, 15th, 16th and 17th February, 1967. But against February 18, 1967 there is an entry of a journey from Nalagarh to Jati-da-bal and back to Nalagarh.

There are, therefore, clear entries in the log book (Ex. PW. 4/1) of the carriage of loads on 4th, 6th, 7th and 12th February, 1967 and these journeys must have been in pursuance of numbers allotted by the truck Union. The exclusion of these dates from the receipt for Rs. 800 is therefore, satisfactorily explained. So far as February 3, 1967 is concerned, there is no entry in the log book (Ex. PW. 4/1) at all. All that appears is that the truck reached Nalagarh at 11.00 P.M. on February 2, 1967 and left Nalagarh on February 4, 1967 'Khali' that is empty and went to Rupar. Apart from a general allegation and the statement of Jagdish Chand (PW. 2) and Durga Ram Bhandari (PW. 10) that the truck was used by the respondent for 22 days, there is no evidence produced by the petitioners to show that this truck was used by the respondent on February 3, 1967. It appears from the entry dated February 4, 1967, as stated earlier, that on this date the truck went empty to Rupar which is not in the constituency. Therefore, the possibility cannot be excluded that this truck was disengaged on February 3, 1967 and that, for that reason, respondent was not charged. It is needless to say that the corrupt practice contemplated by sub-section (6) of section 123 is in respect of expenses incurred and not in respect of expenses which should have been or might have been incurred. In the absence of any evidence from the petitioners that the respondent paid the hire of this truck for February 3, 1967, I cannot come to the conclusion that the respondent incurred the hire charges of this truck from February 3, 1967. February 5, 1967, is also not mentioned either in the receipt for Rs. 800 or in the log book (Ex. PW. 4/1). The reason may be that from Rupar it went to Dhang and then went to Rupar and came back from Rupar to Nalagarh at 1.00 P.M. on February 6, 1967, which is mentioned in the log book (Ex. PW. 4/1). In the absence of any evidence on the part of the petitioners that the truck was actually used by the respondent on February 5, 1967, and he actually paid the hire amount for that date, I cannot come to the conclusion that the respondent incurred the hire amount of this truck for February 5, 1967. So far as February 11, 1967 is concerned, there is evidence on the record that the truck went to Rupar for getting diesel and an entry appears in the log book (Ex. PW. 4/1) that on this date, the truck went empty from Nalagarh to Rupar where it reached at 8.00 P.M. and came back empty to Nalagarh. These facts explain the absence of the date February 11, 1967, from the receipt for Rs. 800. The date February 16, 1967, again does not appear either in the receipt for Rs. 800 or in the log book (Ex. PW. 4/1). The truck may have been lying empty on February 16, 1967. Further, there is no evidence on the part of the petitioners that the truck was actually used by the respondent on this date. In these circumstances, it is not possible for me to conclude either that the truck was used by the respondent on February 16, 1967 or that he actually incurred the hire charges of the truck for this date.

The entries in this log book (Ex. PW. 4/1) were criticised by the petitioners because of cramped writing and over-writings and it was suggested that Piara Singh (PW. 1) and/or Prabh Dayal (PW. 4) had sufficient opportunity to make these entries in the log book and it

was contended that it was for the respondent to produce or cause to be produced account books of the Truck Union to show the dates on which numbers had been allotted by it to this truck. It was further contended that in the absence of these books, it must be held that these entries had been made at the instance of the respondent for the purpose of this case when an order was made for its production by the Court.

As will be apparent from my order, dated October 18, 1967 Prabh Dayal (PW. 4) had brought the log book to the Court as directed even on previous occasion, but on that occasion, the petitioners had not recalled him for further examination or cross-examination. The entries that I have mentioned above must have existed in the log book because at the end of the entry against the date February 22, 1967 are the signatures under date February 23, 1967, of the Head Constable, who had taken it into his possession on the date when this truck had met with an accident. Under the circumstances, I find it difficult to accept the contention of the petitioners that these entries were made after this Court had made an order for its production. The entries in this log book substantially support the respondent's case.

I also do not find any substance in the petitioner's contention that it was for the respondent to produce the records or account books of the Truck Union. According to the respondent, the entries in the log book, as they existed, went to support him. If the petitioners did not want to accept the genuineness of the entries in this log book, it was for them to summon the records of the Truck Union. I am not, therefore, prepared to draw any inference against the respondent in the absence of the books of the Truck Union.

There is no doubt that the entries in the log book are not such as one may desire, but it has to be remembered that these entries were made by Piara Singh (RW. 1) who can be described at best, as semi-literate and it is difficult to except anything better from such a person.

Another contention raised by the petitioners is in respect of the amount of Rs. 400 which was sent by the respondent to Jagdish Chand (PW. 2) as is proved by the letter dated February 8, 1967 (Ex. PW. 2/1) and is based upon the following statement of the respondent:—

"It was only once that I sent him Rs. 400 through a messenger. Account of the disbursement of this amount of Rs. 400 was given to me by Dr. Amar Nath (RW. 4) and not by Jagdish Chand (PW. 2) as Amar Nath (RW. 4) has asked me to send the money to Jagdish Chand (RW. 2) from whom he will take it for incurring expenses. Out of the Rs. 400 Dr. Amar Nath (RW. 4) paid Rs. 100 as advance to the press for printing posters; he paid Rs. 200 to Piara Singh (RW. 1) and returned the balance of Rs. 100 to me. The amount of Rs. 100 paid to the Press is mentioned in my diary. The amount of Rs. 200 paid to Piara Singh (RW. 1) and the sum of Rs. 100 refunded to me are not entered in my diary."

The argument is that because of the failure of the respondent to produce this diary, an adverse inference should be drawn against him that he had incurred these expenses which he has not shown in his Return of Expenses. With respect to the amount of Rs. 200 paid to Piara Singh (RW. 1) and the amount of Rs. 100 paid to the Press, I have already held that they are satisfactorily explained by the respondent. As to the amount of Rs. 100, it is difficult for me to see what sort of an entry and where could have been made by the respondent. He has stated that this amount was not entered in his diary. That being so, there can be no adverse inference drawn against the

respondent for non-production of the diary. In my opinion, the statement of the respondent supported as it is by the statement of Amar Nath (RW. 4), satisfactorily accounts for the entire amount of Rs. 400 which was received by Jagdish Chand (PW. 2) from the respondent as aforesaid.

A further contention of the petitioners is that the rate of hiring of this truck was Rs. 100 per day. In the petition, nothing is mentioned as to whether this rate was inclusive or exclusive of diesel etc. Even in the affidavit so called (Ex. P. 1) of Prabh Dayal (PW. 4), it is not made clear whether the rate of Rs. 100 per day was inclusive or exclusive of diesel etc. On the pleadings and even taking into consideration the statement made in (Ex. P. 1), the allegations of the petitioners with respect to the rate of hiring must be taken to be inclusive of diesel etc. Yet, Jagdish Chand (PW. 2) has gone to the extent of saying that the rate of hiring was exclusive of diesel etc. and he seems to have made this statement to take support from the two vouchers (Exhibits RW. 1/1 and RW. 1/2) dated February 11, 1967 issued by M/s. Daljit and Co., Private Limited of Rupar. While discussing these two vouchers I have discarded the testimony of Jagdish Chand (PW. 2) in connection with the items mentioned in Issue No. 2-A. Under the circumstances, I am of the view that even if the rate was Rs. 100 per day, it was inclusive of diesel etc.

Then, the question which arises is what was the rate of hiring per day—whether it was Rs. 100 or Rs. 80. It is in evidence that the rate of hiring of trucks for the purposes of election in these days ranged from Rs. 60 to Rs. 80 per day. Even according to the petitioners, truck No. 5074 had been taken on hire by the respondent at the rate of Rs. 70 per day as per the receipt for Rs. 910 which I have already discussed. Amar Nath (RW. 4) and Shri Pal (RW. 5) and even Prabh Dayal (PW. 4) in their statement in Court have stated that truck No. 5231 was taken on hire at the rate of Rs. 80 per day inclusive of diesel.

The petitioners contend that according to the letter of the respondent dated February 8, 1967 (Ex. PW. 2/1), the respondent had directed Jagdish Chand (PW. 2) to pay monies for the purchase of diesel etc. for the truck and that explains the two vouchers (Exhibits RW. 1/1 and RW. 1/2) dated February 11, 1967 for purchase of diesel from M/s. Daljit and Co., Private Limited, Rupar and it is contended that these vouchers show that even if the rate of hiring was Rs. 80 per day, it was exclusive of diesel etc. If diesel was not included in the rate of hiring and was to be paid for by the respondent in addition to the amount of hire and if diesel was purchased for this truck through Jagdish Chand (PW. 2) then I cannot find any reason for Jagdish Chand (PW. 2) having kept these two vouchers with himself and not having handed them over to the respondent. The withholding of these two vouchers by Jagdish Chand (PW. 2) and their production by him at the time of his statement in Court show that these two vouchers were of no significance in so far as the rate of hiring was concerned.

A further argument which has been raised by the petitioners is that the alleged payment of Rs. 200 by Amar Nath (RW. 4) to the truck driver Piara Singh (RW. 1) on or about February 9, or 10 1967 on account is also an after thought because if this amount of Rs. 200 was a payment on account towards the hire and not for payment of the diesel etc. purchased, then the receipt for Rs. 800 (page 6 of the file Ex. PW. 1/1) issued by Piara Singh (RW. 1) to the respondent should have shown that the payment of Rs. 800 was made, in any event, in two instalments of Rs. 200 and Rs. 600 as alleged by

the respondent. The said receipt shows a payment of Rs. 800 towards hire and other expenses. It is executed on February 18, 1967, that is, after the hiring had come to an end at about 2.00 P.M. on that date. From the more fact that the instalment of Rs. 200 is not specifically mentioned, I cannot hold that the only conclusion possible is that this payment of Rs. 200 was towards the cost of diesel etc. in addition to the amount of hire mentioned in the receipt. The receipt was scribed and executed by people who do not appear to be astute businessmen who are particular about details. All that the receipt intended to do was to discharge the respondent from any liability for payment of hire and all expenses in respect of this truck. There is a possibility that the story put forward by the respondent is correct.

I am of the view that the agreement deposed to by Shri Pal (RW. 5) has been proved and, therefore, the receipt for Rs. 80 executed by Piara Singh (RW. 1) must be accepted as correct not only with regard to the actual days of the user of the truck by the respondent, but also with regard to the rate of hiring.

In conclusion, the petitioners fail on Issue No. 3, which is decided against them.

The next Issue is Issue No. 4 and it is in these terms:—

“Whether the respondent on 18-2-1967 used two trucks for carrying voters to the Polling Station as mentioned in Para 6 (a) of the petition and if so is he not guilty of the corrupt practice as defined in section 123 (5) of the Representation of the People Act, 1951”.

The allegations with respect to this Issue are contained in paragraph 6 (a) of the petition, which is as follows:—

“That on 18-2-1967, the day of Polling, the respondent used two trucks for carrying voters to the under-mentioned Polling stations:—

- (1) Manjauli
- (2) Rajpura
- (3) Rehru
- (4) Kundlu
- (5) Gujjarhatti”.

The respondent has replied to these allegations as follows:—

“This para is again quite wrong. The respondent never used any Truck on 18-2-1967 for carrying voters from the villages to the Polling Stations mentioned in this para. No particulars of the Trucks alleged to be used and the voters alleged to have been carried by the trucks have been furnished by the petitioners either in the Main Election Petition, or in Schedule of particulars filed with the Election Petition as required by law, and hence, the allegation is vague and wanting in material particulars required by the law to be furnished and cannot be a ground to set aside the Election. This allegation cannot be considered to be a ground of the petition”.

Apart from the statements of petitioner No. 1 and petitioner No. 2, reliance is placed upon the statements of Jagdish Chand (PW. 2) Bachna (PW. 8) and Ram Lok (PW. 9).

The evidence of Jagdish Chand (PW. 2) has been criticised and condemned by me in connection with other Issues. Even so, he does not go to the extent of saying that truck No. 5074 was used on the date of polling. His evidence cannot, therefore, be said to be in support of the allegation that two trucks were used for the carriage of voters on the day of polling. This witness has confined his statement with regard to this allegation

to truck No. 5231 and he says that this truck was used on the polling day to take voters to the polling booths at Jogan, Panjhera, Kundlu, Rajpura, Majauli and Seuna. He has, therefore, gone one better than the allegations in para 6 (a) of the petition because Jogan, Panjhera and Seuna are not mentioned in the petition. I cannot, therefore, rely upon his evidence in support of the charge made in paragraph 6 (a) of the petition.

Bachna (PW. 8) has stated that two trucks were used by the respondent, but he does not say that both the trucks were used on the day of polling. He only states that Piara Singh (RW. 1) took voters from the village of this witness in his truck on the day of polling. This witness states that he got into the truck at Majauli and was taken to Teharwal. Teharwal is not mentioned in paragraph 6 (a) of the petition as being one of the polling booths to which voters were carried. This witness does not state either the names or the numbers of the voters or the polling booths to which voters were taken on the day of polling. The statement of this witness is completely useless in so far as Issue No. 4 is concerned.

The next witness is Ram Lok (PW. 9). He states that he was a worker for the respondent during the elections. This statement of his is not supported either by Durga Ram Bhandari (PW. 10) or by Jagdish Chand (PW. 2), who were in charge of the labour employed. This witness alleges that he had brought 7 or 8 voters from Gujjarhatti to Kundru by truck and he gives the names of these voters. But none of these voters has been produced in evidence. In view of the fact that he has not been recognised even by Jagdish Chand (PW. 2) and Durga Ram Bhandari (PW. 10) as a paid worker of the respondent, it is not possible to place any reliance upon his evidence.

Petitioner No. 2 has made a bare statement that respondent used truck No. PNE 5074 on the day of polling to bring voters to the polling booths mentioned in the petition. Even he does not support his own allegation that truck No. 5074 was also used on the day of polling for the carriage of voters to the polling booths. His testimony is interested and is not substantiated by the production of any voters who are alleged to have been carried to the polling booths. In cross-examination he has admitted that he had taken a taxi for the round of all the polling booths and that it was during this round that he saw the respondent use truck No. PNE-5231 for taking voters to the polling booths. The driver of this taxi who would have been an independent witness, has not been produced. It is not possible to place any reliance on the testimony of this witness in so far as the allegations which are the subject matter of Issue No. 4 are concerned. Even petitioner No. 1 (PW. 15) has spoken only about the use of truck No. PNE 5231 and not of two trucks as alleged. In cross-examination he has named the voters who are alleged to have been carried by this truck and one of the names given by him is of Ram Lok (PW. 9) whose evidence I have already discarded. None of the other voters had been produced. His testimony is interested and cannot be relied upon in proof of the charge which is the subject matter of Issue No. 4.

I therefore, hold that the petitioners have failed to prove the allegations made in paragraph 6 (a) of the petition and, therefore, I decide Issue No. 4 against the petitioners.

Issue No. 5 is in the following terms:—

“Is the respondent guilty of the corrupt practice of promoting feelings of hatred and enmity between different classes of persons in the constituency as detailed in para 7 of the petition. If so what is its effect?”.

This Issue was framed on the allegations contained in paragraph 7 of the petition which are as follows:—

"That for the furtherance of his election and for prejudicially affecting the election of the other candidates, the respondent on the various dates and places detailed below, appealed to the voters of the Hilly areas in the Constituency to vote for him as he was a 'Pahari' and not to vote for any of the other candidates particularly the petitioner No. 1, as they were people of the Plains. He further held out that he was a Rajput and so the Rajputs should vote for him and not for a Brahmin or for a Saini. He thereby promoted feeling of hatred between the different classes of the people of the Constituency. The dates and the places were as under:—

From the 7th February, 1967 to the 12th February, 1967 at the undermentioned places:—

- (1) Gujjarhatti
- (2) Nandh
- (3) Ratwari
- (4) Nitian
- (5) Barian".

The respondent's reply in paragraph 7 of the written statement is as follows:—

"This para too is absolutely wrong. The respondent never appealed to the voters on the ground of hilly area or Pahari as wrongly alleged in this para of the petition. Moreover, the petitioner No. 1 also belongs to Pahari area and is a Pahari and was considered to be the nearest rival of the respondent in the election, as he was a candidate of the Congress Party. The other allegations of appealing to the voters to vote for the respondent on account of his being a Rajput is also wrong. Because the respondent himself is not a Rajput by caste but is a Gorkha, and the population of his community in this Constituency is scanty and insignificant. Moreover, the respondent never asked any voter to desist from voting any candidate on account of caste or profession and never asked anybody not to vote for a Brahmin or a Saini. The respondent never appealed to any voter on 7-2-1967 to 12-2-1967 in villages mentioned in this para of the petition to refrain from voting for any candidate on account of his being Brahmin or Saini or to vote for him on account of his being a Rajput. In fact the respondent as submitted already is not a Rajput. The petitioners did not attach any schedule of material particulars as required by law, and as such, the allegation made is vague and suffers from want of particulars and cannot be considered a ground in the petition".

Two of the witnesses in support of this allegation are Jagdish Chand (PW. 2) and Bachna (PW. 8), whose evidence I have condemned as being interested and false. No reliance can be placed on their testimony even in relation to the allegations which are the subject matter of Issue No. 5. The only other witness in support of this allegation is Lajja Ram (PW. 7). He has spoken about a speech alleged to have been made by the respondent on February 7, 1967 in village Jabakhar, which is not mentioned in the petition, in which the respondent is alleged to have said that petitioner No. 2 was from the plains, petitioner No. 1 was also almost from the plains and he himself was from the hills and that people should vote for him. The respondent is further alleged by this witness to have said that he was a Rajput and the votes should not be given to Brahmins and Sainis. It has been

elicited in cross-examination that this witness is a resident of Ramshahr. According to this witness there were about 400 to 500 persons present in this meeting. Even though this witness went to Jabakhar to attend a marriage, he has not been able to tell the date of the marriage, although surprisingly, he remembers the date of the meeting. His testimony is most unimpressive and cannot go to prove the charge which is the subject matter of Issue No. 5.

I, therefore, decide Issue No. 5 against the petitioners. Issue No. 6 is in these terms:—

"Is the respondent guilty of the corrupt practice of using by show of arms and otherwise, threats of violence and injury to the person and the property of voters if they voted for petitioner No. 1 and not against him, as detailed in para 8 of the petition and if so what is its effect?".

The allegations pertaining to this Issue are contained in paragraph 8 of the petition which is in these terms:—

"That in the evening of the 10th February, 1967, when an election meeting at Baruna sponsored for petitioner No. 1, which was to be addressed by Dr. Y. S. Parmar, was over, the respondent, with show of arms and weapons, threatened the people with dire consequences and injury to persons and property, if they voted for petitioner No. 1. To overawe the people he caused the Fire Arms to be used. On 11th February, 1967 at Nalagarh the respondent, by show of arms, weapons and violence, threatened the people collected in the meeting held for supporting the petitioner No. 1 with injury to person and property, if they voted for petitioner No. 1. This meeting also was addressed by Dr. Y. S. Parmar".

The reply of the respondent is contained in paragraph 8 of the written statement where it is stated:—

"This para is again absolutely baseless, hence strongly repudiated. The respondent never threatened any person with the dire consequences or injury to person or property if they voted for petitioner No. 1 on 10-2-1967, or on any other date, at Baruna, or any other place in the constituency. It is absolutely wrong that the respondent caused any fire arms to be used on that day as alleged. It is also totally wrong that the respondent either by show of arms, weapons or violence threatened the people collected at Nalagarh in the meeting held for supporting petitioner No. 1 on 11-2-1967 as alleged. The respondent never committed such acts and never threatened any person with injury to person or property if they voted for the petitioner No. 1. In fact the respondent does not even know that any meetings were held on the dates mentioned or that Dr. Y. S. Parmar attended any such meeting. The respondent was not even present at any such meeting or even after them at the places of holding of the meetings alleged. The acts attributed to be respondent in the petition are serious offences under the ordinary law of the land and the fact that no reports were lodged with the local authorities with respect to such heinous acts shows untruth and falsity of the allegations. At the time of the elections the Congress Ministry was in power in Himachal Pradesh and the respondent was opposing a Congress candidate and every action and activity of the respondent was watched and scrutinized closely by the Local Administration and the question of the respondent committing the acts alleged is far from possibility even. Moreover, the particulars of the persons so threatened have not

been given in the petition and in any schedule attached. So, this allegation is also vague in the extreme and suffers for want of material particulars as required by law and cannot furnish a ground to affect the election".

There is no evidence of any independent witness in connection with the charge which is the subject matter of Issue No. 6. The only person who has spoken in relation to this Issue is petitioner No. 2, who has stated:—

"On February 10, 1967, the Congress organized a meeting at Baruna. On February 11, 1967, Dr. Y. S. Parmar was to come to Baruna and Nalagarh. Even on that day the respondent carried on propaganda that the Congress was losing and that votes should not be given to a man from the plains. Respondent has a gun with him. He also said that he belonged to a warrier family and that if any body did not vote for him, he will be badly off".

The allegation is a very serious allegation. If any such thing had been done by the respondent, it should not have been difficult for the petitioners to produce independent witnesses. In cross-examination, this petitioner has admitted that the meeting on February 11, 1967 had been addressed by Hari Dass, then Development Minister, and that he had seen all this and that the C.I.D. recorded a report about this incident. The report recorded by the C.I.D. would have been the best evidence in support

of the allegations pertaining to this Issue but that report has not been summoned or produced in this Court. In my opinion, the statement of this petitioner is irresponsible and without any substance or truth.

I, therefore, decide Issue No. 6 against the petitioners.

In the result, the petition is dismissed. On Issue No. 3 which is one of the two main contested Issues in the case, I have found in favour of the respondent not because he has conclusively disproved the allegations made by the petitioners but because the petitioners have failed as there is a cogent and reliable evidence which can lead to an inference beyond any reasonable doubt and it is really a case where I have given the benefit of doubt to the respondent. Under the circumstances, I made no order as to costs and leave the parties to bear their own costs.

The Registrar will comply with the provisions of section 103 of the Act.

Sd/-

S. N. ANDLEY.

By order,
A. N. SEN,

Secretary to the Election Commission
of India.

By order,

D. B. LAL,

Chief Electoral Officer, Himachal Pradesh.

अनुप्रक

शून्य

LATE RECEIVED

PART V

इस्तहार अखबार जेर आर्डर ५, रुल २०, जान्ता दीवानी
ब्रादालत श्री पी० एल० शर्मा, सब-जज प्रथम श्रेणी, उन्ना।

नं० मुकदमा ३०१/६७

दावा दुक्म इम्तनाई

(१) रघु नाथ, (२) तारा चन्द पिसरान ठाकुर दास, (३) गीता राम, (४) बिशन दास, (५) किशन चन्द पुत्र हाकम राय, (६) राम प्रकाश पुत्र दीना नाथ, (७) रामचन्द्र पुत्र हरबंस, जात ब्राह्मण, बासी रायपुर, थाना व तहसील उन्ना, जिला कांगड़ा
मुद्रित्यान।

बनाम

भगत राम पुत्र मुन्नी राम, (२) राम भज, (३) महादेवी पिसरान दीना नाथ, (४) श्रीमति किशनी देवी दीना नाथ, (५) कांता देवी दुखतर दीना नाथ, हाल जौजा बनारसी लाल, (७) जमना देवी सालिग राम, (८) हरी कृष्ण, (९) बाल कृष्ण, (१०) राम कृष्ण, पिसरान सालिग राम, (११) रामा कांत पुत्री सालिग राम हाल जौजा हरी कृष्ण पुत्र बंसी लाल, (१२) सत्या देवी दुखतर ठाकुर दास हाल जौजा संसार चन्द, (१३) शीला देवी उर्फ शकुन्तला देवी दुखतर ठाकुर दास हाल जौजा जैशी राम, जात ब्राह्मण, बासी रायपुर, थाना तहसील उन्ना, जिला कांगड़ा।

मुदालय नं० २ ता (१३) हाल :

(१) राम भज मुदाला नं० २, मारफत शर्मा मोटर वर्क्स
(२) महा देव “ “ ३, अम्बाला रोड, सहारनपुर (य०००१०)

(३) श्रीमति किशनी देवी दीना नाथ मुदाला नं० ४ मारफत राम भज शर्मा मोटर वर्क्स अम्बाला रोड, सहारनपुर, य०००१०, (४) कान्ता देवी मुदाला नं० ५ मारफत श्री केवल कृष्ण Public Relation Assistant, F.C.I. नया नंगल, (५) शकुन्तला देवी मुदाला नं० ६ जौजा बनारसी लाल Petition Writer, Kachahri

होशियारपुर, (६) जमना देवी मुदाला नं० ७ मारफत हरी कृष्ण सर्वी Office of the S. D. O., Power House, Kunra Ghat, Gorakhpur Cantt. (U.P.).

(७) हरी कृष्ण मुदाला नं० ८, Office of the S.D.O.,

(८) बाल कृष्ण मुदाला नं० ९, Power House, Kunra

(९) राम कृष्ण मुदाला नं० १०, Ghat, Gorakhpur Cantt. (U.P.).

(१०) रामा कान्त मुदाला नं० ११ जौजा हरी कृष्ण सुपुत्र श्री बंसी लाल ब्राह्मण बासी कोटला खुर्द, P. S. & Tehsil Una, (११) सत्या देवी मुदाला नं० १२ हाल जौजा संसार चन्द, जात ब्राह्मण, बासी टक्कर, (१२) शीला देवी मुदाला नं० १३ हाल जौजा जैशी राम, ब्राह्मण, बासी टक्कर, थाना व तहसील उन्ना मुदायलम।

इस्तहार अखबार बनाम मुदायलम मजकूरान २ ता ४, ६ ता १३

उपरोक्त मुकदमे में मुदायलम कज्जकूरान की तामील मामूली तरीके से बजरिया समन होनी मुश्किल है। क्योंकि मुदायलम मजकूरान समनात की तामील करने से गुरेज करते हैं। श्रीर उनको दावा का अच्छी तरह से इस हो चुका है। श्रीर समन की खबर पाकर रुपेश हो जाते हैं। इस लिये अब इस्तहार अखबार जारी किया जाता है कि अगर मुदायलम मजकूरान बतारीख ३०-५-६६ को दस बजे सुबह हाजिर अदालत आकर पैरवी मुकदमा न करेंगे तो उनके खिलाफ कारवाई जान्ता अमल में लाई जावेगी।

आज बतारीख ७-५-६६ को मेरे हस्ताक्षर तथा मोहर अदालत द्वारा जारी किया गया है।

पी० एल० शर्मा,
सब-जज, प्रथम श्रेणी।

मोहर।